

PLANNING COMMISSION

City of Holladay

August 15th 2023

City Council Chambers – 4580 S. 2300 E. Holladay



City of Holladay

This public meeting will be held in-person and also transmitted via live video stream on the [City of Holladay webpage](#).

Participation in a *public hearing* portion of this meeting can be accomplished in either of the following ways:

- During the meeting: address the Commission when the item is called by the Commission Chair
- Email: comments must be received by 5:00 pm on **08/14/2023** to the Community and Economic Development Department; cmarsh@cityofholladay.com. Emailed comments will be read by the Commission Chair.

MEETING AGENDA

5:30 PM WORK SESSION – The Commission may discuss any or all agenda items. No decisions or voting to occur.

6:00 PM CONVENE REGULAR MEETING – Public Welcome & Chair Opening Statement

PUBLIC HEARING

1. **“Royal Holladay Hills” Block K, Concept Plan – 4835 S Highland Drive (R/M-U)**
Conceptual review and consideration of a residential site plan proposal by Applicant/Owner, Steve Peterson. Commission will review the 6.87 acre “BLOCK K” of the Holladay Hills Mixed use development as a permitted residential use according to regulatory provisions of the Site Development Master Plan (SDMP 2007) and Holladay Ordinance §13.65.07(C)
File #19-9-19-6
2. **“Highland 4141 Office Condominiums” Subdivision – Concept/Preliminary/Final Plat - 4141 S Highland Drive (PO Zone)**
Preliminary level review and consideration of development details by Applicant, Stout Building Construction. Review of this 1.9-acre development is conducted according to concurrent Concept and Preliminary review procedures according to PO zone compliance and conversion to condominium development requirements of Holladay Ordinance §13.85.
File #23-1-09

ACTION ITEMS

3. **Approval of Minutes – 05/18/2021**

ADJOURN

CERTIFICATE OF POSTING

I, Stephanie N. Carlson, the City Recorder of the City of Holladay, certify that the above agenda notice was posted on the City of Holladay bulletin board, the City website www.cityofholladay.com, the Utah Public Notice website www.utah.gov/pmn, and was

emailed to the Salt Lake Tribune and Desert News and others who have indicated interest.

DATE POSTED: [DAY, MONTH DATE, 2022 @ TIME AM/PM]

*Stephanie N. Carlson MMC, City Recorder
City of Holladay*

Reasonable accommodations for individuals with disabilities or those in need of language interpretation service can be provided upon request. For assistance, please call the City Recorder's office at 272-9450 at least three days in advance. TTY/TDD number is (801)270-2425 or call Relay Utah at #7-1-1

FILE# 19-9-09-6

ROYAL HOLLADYA HILLS- BLK K

ADDRESS:

4833 South Sunset Dr

LEGAL DESCRIPTION: 22-10-151-023

BLOCK K, LOT 1, ROYAL HOLLADAY HILLS SUBDIVISION #2.

APPLICANT/REPRESENTATIVE:

Steve Peteson

PROPERTY OWNER:

KMW Development, LLC

ZONING:

R-M/U

GENERAL PLAN DISTRICT:

2007 SDMP

CITY COUNCIL DISTRICT:

District #1

PUBLIC NOTICE DETAILS:

Mailed 08/04/2023

REQUEST:

Site Plan Review- CONCEPT

APPLICABLE REGULATIONS:

13.68

2007 SDMP

EXHIBITS:

Zone map
Staff Report
Applicant Narrative
Applicant supporting doc.

STAFF:

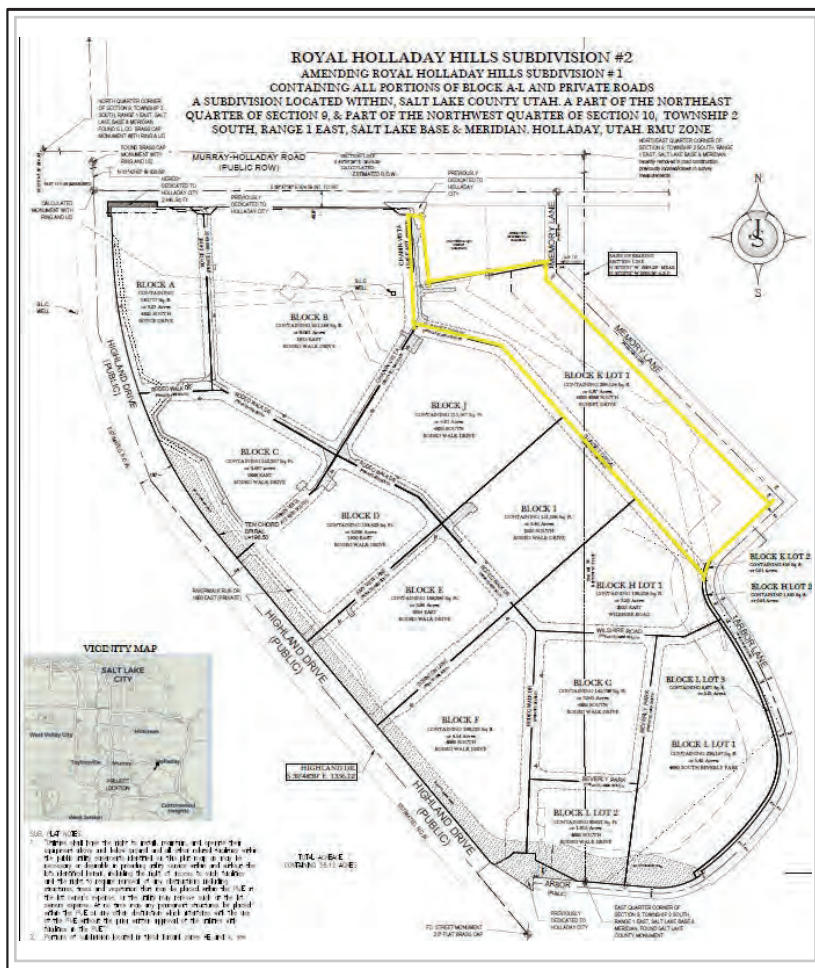
Jonathan Teerlink, City Planner

DECISION TYPE:

Administrative:

Public hearing required. PC shall make a motion of either, denial, approval or to continue. All motions require findings which support the decision. As directed by ordinance, applications shall be approved if the Land Use Authority finds Substantial Evidence of compliance with applicable requirements. Holladay Ord. 13.06.050.B2 and 13.08

SITE VICINITY MAP



Notes:



CITY OF HOLLADAY
Planning Commission
August 15th 2023
Item #2

Request: **Concept Subdivision Plan - Block “K” – Holladay Hills**
Project: Conceptual Subdivision Review of approximately 7 acres of land for residential development as per 2007 Site Development Master Plan (SDMP)
Address: 4833 South Sunset Drive
Applicant: Steve Peterson, Holladay Hills, LLC
File No: 19-9-19-6
Notice: Mailed – 08/04/2023
Planner: Jonathan Teerlink
N’hood Mtg: Held on August 9th 20023

GOVERNING ORDINANCES:	13.65.070(C)	Regional Mixed-Use Zone (RM-U)
	13.03	SUBMISSION REQUIREMENTS
	13.06	ADMINISTRATIVE & DEVELOPMENT REVIEW PROCEDURES
	13.08.050	SITE PLAN
	SDMP,2007	SITE DEVELOPMENT MASTER PLAN (SDMP)

REQUIRED PLANNING COMMISSION ACTION: Administrative

Public hearing required. PC shall make an administrative motion of either, denial, approval or to continue. All motions require findings which support the decision. As directed by ordinance, applications **shall** be approved if the Land Use Authority finds Substantial Evidence of compliance with applicable requirements. Holladay Ord. 13.06.050.B2 and 13.08

Creation of a subdivision plat requires review and approval by the Land Use Authority (Planning Commission) in a three-step process; **Concept, Preliminary and Final plat**. Decisions must be made during public meeting. The notice for the required public hearing of this first step has been mailed to all properties within 500’ of the subject parcels.

SUMMARY

According to the approved subdivision plan for all Royal Holladay Hills, applicant, Steve Peterson proposes to organize a fully residential component for Block K. Mr. Peterson will present a concept site plan for 100 residential units within the 6.87-acre block. Zoning for the block is “Restricted” (R) and “Limited” (L) zones. These two zones limit land uses to 35’ tall, detached (R Zone) and 60’ tall, attached (L Zone) type residential homes. Density is considered to be dispersed for the entire site (57 acres), see page 1 of the SDMP.

The detached residential homes proposed in the “R” zone feature options for an ADU (allowed) and will. Access to these homes are by a private “alley” type drive with garage parking. No access to Memory Lane is proposed.

Architectural design is an element regulated by SDMP. Chosen home and townhome designs should be found to comply with the design palette on page 16 of the SDMP. Staff has highlighted the only home designs exemplified under “Regional Precedents” – *not to be confused with the “Mixed-use Precedents” section*.

TECHNICAL REVIEW COMMITTEE ANALYSIS

The TRC is satisfied that the land use elements (zone compliance) of a conceptual site plan proposed for Block K provide all information needed for review of the Planning Commission. TRC recommends that the following items be highlighted by the PC as they are found to be critical elements to be addressed at the preliminary and final stages of review.

- Query the applicant regarding the design/detail of the walking path/sidewalk, open space along the perimeter of the site. The walking trail and open space components have been a prominent amenity of the development from the beginning. During preliminary and final approval stages, cross sections for the walking path should be presented.
- Private agreements to limit vehicular access onto Memory Lane result in the homes backing onto to the street. The TRC is highly interested in the establishing community longevity for this street. If not vehicular access can be considered, neighborhood continuity with the existing homes on along Arbor should be discussed. At the least,

pedestrian traffic from these new homes via gated paths through common courtyards, garden plots etc. would provide a means to access existing public streets, amenities (walking distance to Holladay Village) without driving to them (vehicle traffic reduction)

- Development phasing presents appropriate timing to allow the applicant to present updated open space plans and clarifications (see page 1 of SDMP – Minimum of 11 acres required)
- Chosen design elements of the homes and townhomes **shall** be found with the design palette on page 16 of the SDMP.

RECOMMENDATION

Staff recommends approval of the Conceptual site plan for Block K within the Royal Holladay Hills subdivision. At this time the TRC does not recommend the chosen architectural design. Recommendations are based upon the following finding.

FINDINGS:

- 1) The conceptual site plan requirements are sufficiently and substantially met and comply with the requirements for submissions, the SDMP and the RM-U Zone.
- 2) The TRC cannot find a semblance in the residential façades of non-mixed-use design precedents shown on page 16 of SDMP,

SUPPORTING MATERIALS

- Applicant information regarding submittal including new conceptual layout and neighborhood meeting information.
- Overall conceptual subdivision of Holladay Hills plat.
- Applicable pages of the 2007 SDMP.

NOTICE OF A PUBLIC HEARING

CONCEPT SITE PLAN – HOLLADAY HILLS “BLOCK K”

Date: Tuesday, AUGUST 15th 2023
Time: As close to 6:00 pm as possible
Location: City Hall – City Council Chambers
Hearing Body: Planning Commission

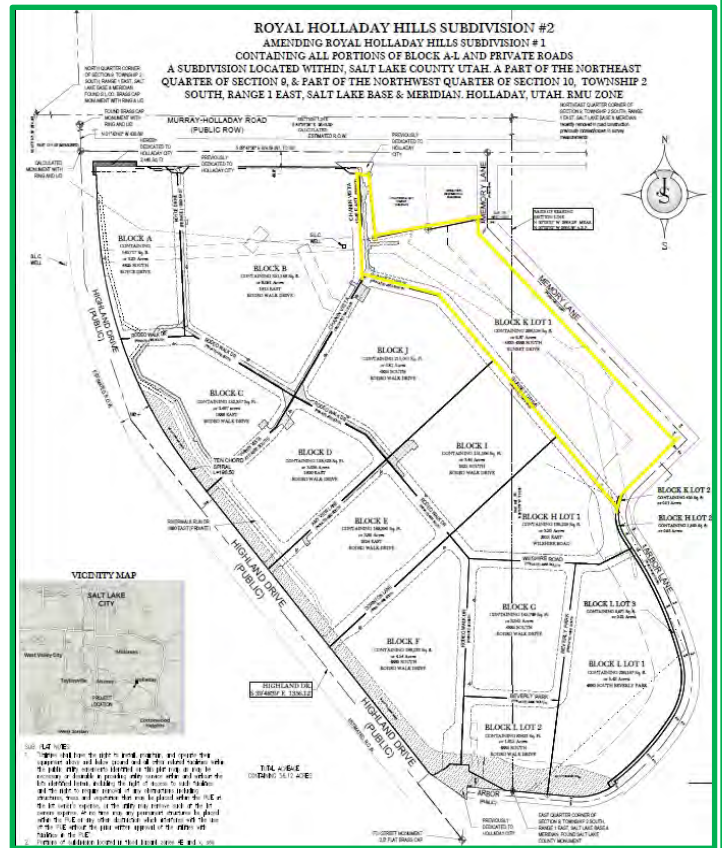
Notice is hereby given that the City of Holladay Planning Commission will conduct a public hearing during their review of a conceptual site layout plan for residential uses at “**BLOCK K**” (6.87 acres) within “Royal Holladay Hills” mixed-use development in the R/M-U zone located at **4835 South Highland Drive (Cottonwood Mall)**. All considerations will be reviewed by the Planning Commission for regulatory compliance with SDMP (2007) and Holladay Ordinance 13.65.070(C).

****No zone or ordinance change is proposed in conjunction with this application. ****

Please submit comments via email by 5:00 pm 08/14/2023 to Jonathan Teerlink, jteerlink@cityofholladay.com. Emailed comments received by the designated times will be forwarded to the Commission prior to the meeting.

Additional information regarding this item & instructions how to join this meeting remotely can be found on the City's website and on the posted agenda, prior to the meeting. Interested parties are encouraged to watch the video stream of the meeting on the City of Holladay Website.

ATTENTION: This notice was mailed by order of the Community and Economic Development Director, Jonathan Teerlink, to all residents within 500 feet from the subject property. If you are not the owner of your residence, please notify the owner regarding this matter. Thank you.



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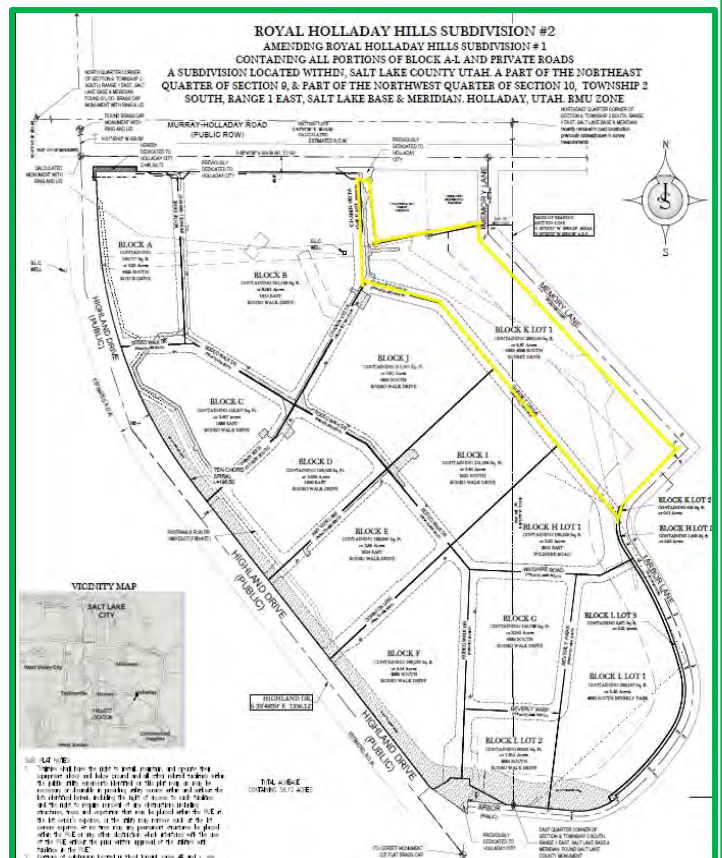
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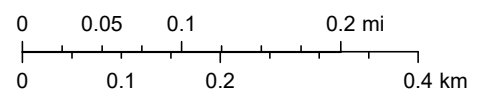


Block k Address Buffer - 500



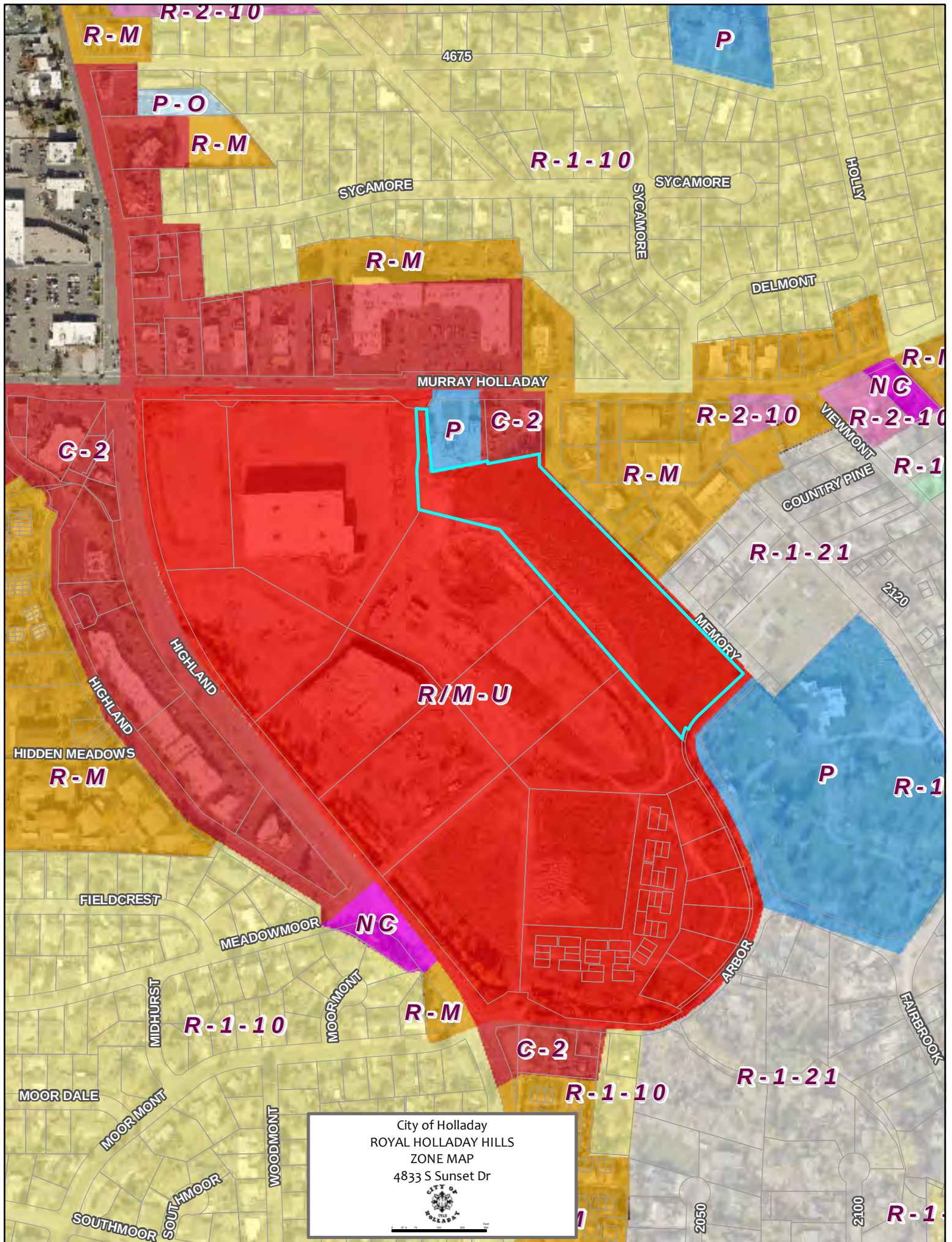
July 27, 2023

1:10,056



Salt Lake County, Maxar, Esri, HERE, iPC, Murray City GIS, County of Salt Lake, Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

This map was created by the office of the Salt Lake County Assessor, in
The information depicted here is to be taken as an approximate fit in regards to the spatial position of the layers presented. This map is not intended to represent an actual field Survey of, nor establish





City of Holladay
ROYAL HOLLADAY HILLS
ZONE MAP
4833 S Sunset Dr





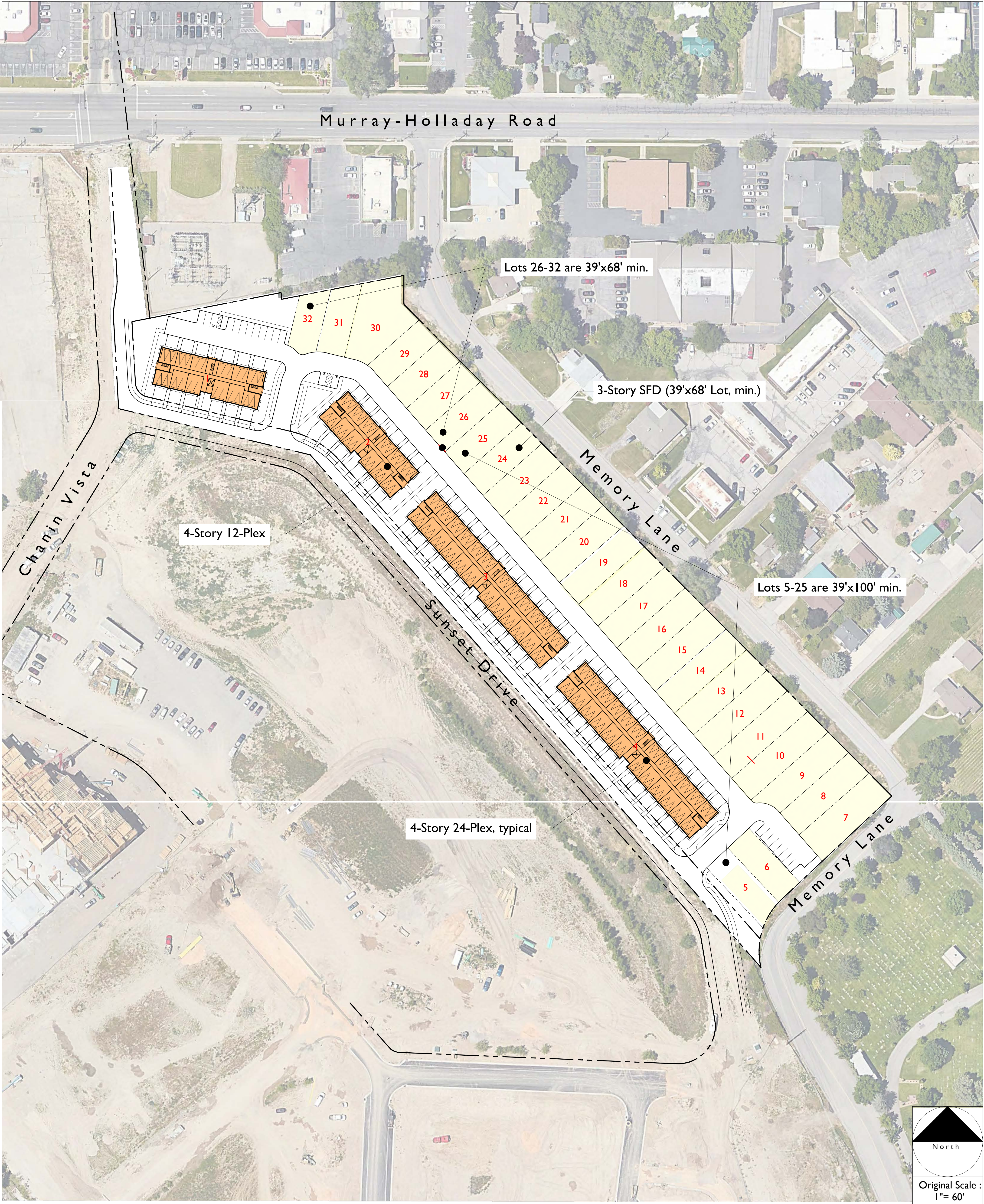
City of Holladay
ROYAL HOLLADAY HILLS
ZONE MAP
4833 S Sunset Dr



Site Summary:

Total Homes	
3-Story SFD	: 28
4-Story Flats	: 72
Total	: 100

Site Area : ± 6.87 Acres



CONCEPTUAL SITE PLAN

HOLLADAY HILLS : BLOCK K

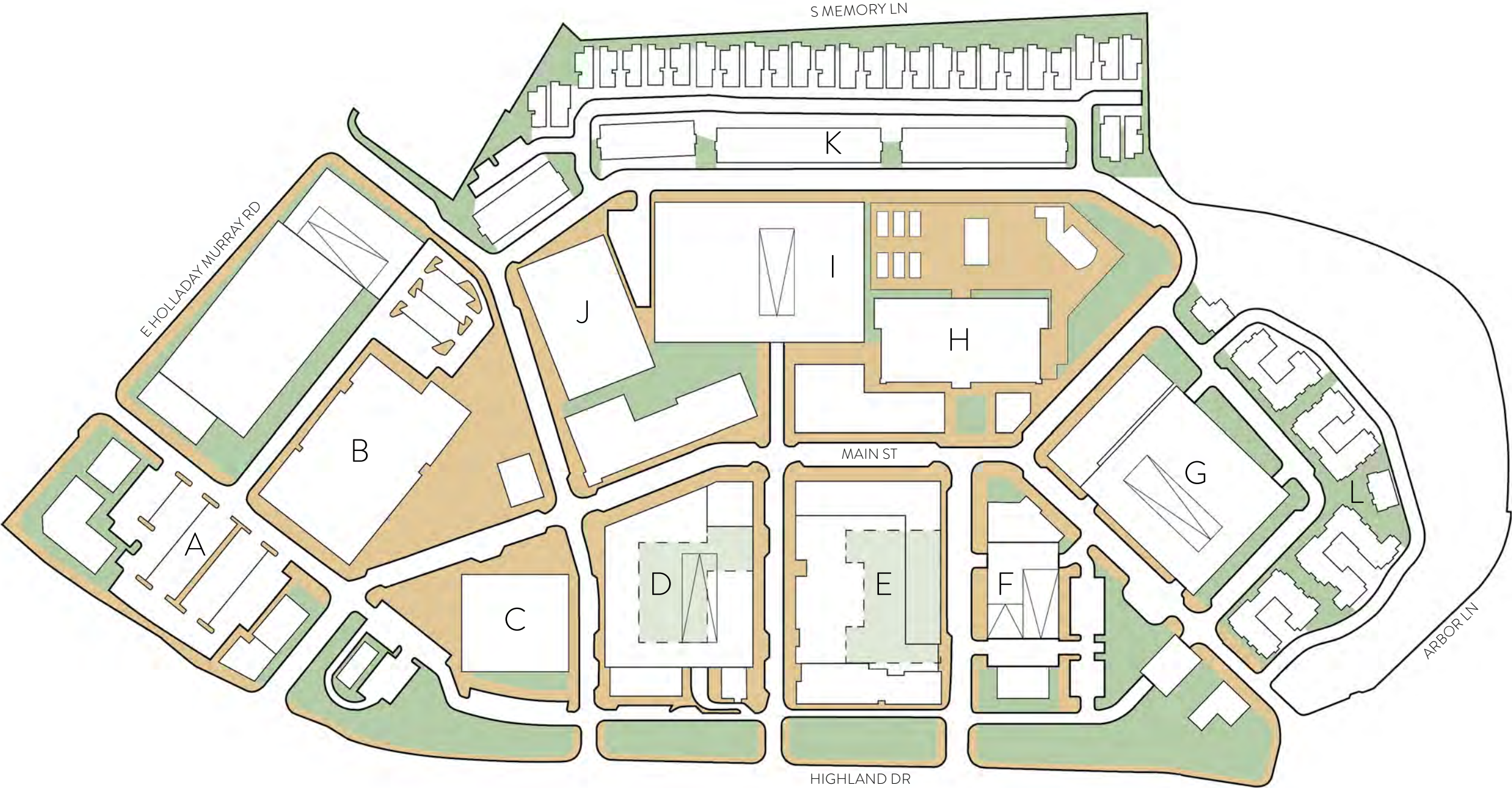
Holladay, Utah

0 30 60 120
SCALE: 1" = 60'-0"

521.23062

04.03.23

Note:
This yield study is for the purpose of estimating the maximum density of a residential product type on a site of a given configuration. If specific entitlement requirements differ from the criteria shown on the plan (such as setbacks, minimum lot sizes, street standards, retention requirements, etc.) then the actual possible density may vary substantially.



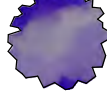
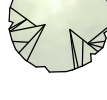
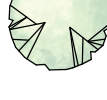
BLOCK	OPEN SPACE
A	38,770 SF
B	118,510 SF
C	85,460 SF
D	74,120 SF
E	80,600 SF
F	100,210 SF
G	32,940 SF
HIJ	200,910 SF
K	81,850 SF
L	40,190 SF
TOTAL	853,560 SF / 19.6 AC

- HARDSCAPE OPEN SPACE
- SOFTSCAPE OPEN SPACE
- ABOVE-GROUND OPEN SPACE

Block	Height	Res Unit Count
A	0-90	
B	0-90	
C	0-90	
D	0-90	216
E	0-90	184
F	0-90	
G	60-90	70
H	60-90	
I	60-90	
J	60-90	
K	0-40	100
L	0-40	44
Totals		<u>614</u>

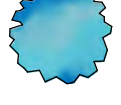


CRUSHED ROCK OVER WEED BLOCK
FABRIC IN ALL PLANTER BEDS

Symbol	Qty	Common Name	Botanical Name	Container
Cacti and Succulents\Succulents				
	33	Red Yucca	Hesperaloe parviflora	5 gal
Groundcovers\Ornamental Grass				
	54	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hamelin'	1 gal
	28	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	1 gal
	16	Adagio	Miscanthus sinensis 'Adagio'	1 gal
	10	Evergold Japanese Sedge	Carex oshimensis 'Evergold'	1 gal
Groundcovers\Perennials				
	47	Gaura	Gaura lindheimeri	1 gal
Herbaceous\Perennials				
	10	Palace Purple Coral Bells	Heuchera x Palace Purple	1 gal
	14	Cranesbill	Geranium	1 gal
	24	Bigfruit Evening Primrose	Oenothera missouriensis	1 gal
	40	Sonoran Sunset Hummingbird Mint	Agastache cana 'Sinning'	1 gal
	24	Pursian Blue Catmint	Nepeta x faassenii 'Pursian Blue'	1 gal
	16	May Night Salvia	Salvia nemorosa 'May Night'	1 gal
	33	Stella De Oro Daylily	Hemerocallis 'Stella De Oro'	1 gal
Shrubs\Deciduous				
	44	Compact Alpine Currant	Ribes alpinum 'Compacta'	5 gal
	30	Blue Mist Spiraea	Caryopteris x clandonensis	5 gal
	7	Alfredo Cranberry Bush	Viburnum trilobum 'Alfredo'	5 gal
	57	Birchleaf Spirea	Spiraea betulifolia 'Tor'	5 gal
Shrubs\Evergreen				
	5	Carol Mackie Daphne	Daphne x burkwoodii 'Carol Mackie'	5 gal
Trees\Deciduous				
	5	Redspire Flowering Pear	Pyrus calleryana 'Redspire'	2"
	6	Flame Amur Maple	Acer ginnala 'Flame'	2"
	7	Radiant Crabapple	Malus 'Radiant'	2"
	3	Norwegian Sunset Maple	Acer truncatum x platanoides 'Keithsform'	2"





Symbol	Qty	Common Name	Botanical Name	Container
Cacti and Succulents\Succulents				
	33	Red Yucca	Hesperaloe parviflora	5 gal
Groundcovers\Ornamental Grass				
	54	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hamelin'	1 gal
	28	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	1 gal
	16	Adagio	Miscanthus sinensis 'Adagio'	1 gal
	10	Evergold Japanese Sedge	Carex oshimensis 'Evergold'	1 gal
Groundcovers\Perennials				
	47	Gaura	Gaura lindheimeri	1 gal
Herbaceous\Perennials				
	10	Palace Purple Coral Bells	Heuchera x Palace Purple	1 gal
	14	Cranesbill	Geranium	1 gal
	24	Bigfruit Evening Primrose	Oenothera missouriensis	1 gal
	40	Sonoran Sunset Hummingbird Mint	Agastache cana 'Sinning'	1 gal
	24	Pursian Blue Catmint	Nepeta x faassenii 'Pursian Blue'	1 gal
	16	May Night Salvia	Salvia nemorosa 'May Night'	1 gal
	33	Stella De Oro Daylily	Hemerocallis 'Stella De Oro'	1 gal
Shrubs\Deciduous				
	44	Compact Alpine Currant	Ribes alpinum 'Compacta'	5 gal
	30	Blue Mist Spirea	Caryopteris x clandonensis	5 gal
	7	Alfredo Cranberry Bush	Viburnum trilobum 'Alfredo'	5 gal
	57	Birchleaf Spirea	Spiraea betulifolia 'Tor'	5 gal
Shrubs\Evergreen				
	5	Carol Mackie Daphne	Daphne x burkwoodii 'Carol Mackie'	5 gal
Trees\Deciduous				
	5	Redspire Flowering Pear	Pyrus calleryana 'Redspire'	2"
	6	Flame Amur Maple	Acer ginnala 'Flame'	2"
	7	Radiant Crabapple	Malus 'Radiant'	2"
	3	Norwegian Sunset Maple	Acer truncatum x platanoides 'Keithsform'	2"



Designed by:
Shelbie Gardner

Date: 7/23/23



HOLLADAY HILLS
BLOCK K
HOLLADAY, UT
BUILDING 2

Scale: 1" = 10'

Intermountain Plantings
579 W 14600 S
Bluffdale, UT 84056





CRUSHED ROCK OVER WEED BLOCK FABRIC IN ALL PLANTER BEDS

RED LINE DENOTES BUILDING 3

Symbol	Qty	Common Name	Botanical Name	Container
Cacti and Succulents\Succulents				
	33	Red Yucca	Hesperaloe parviflora	5 gal
Groundcovers\Ornamental Grass				
	54	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hamelin'	1 gal
	28	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	1 gal
	16	Adagio	Miscanthus sinensis 'Adagio'	1 gal
	10	Evergold Japanese Sedge	Carex oshimensis 'Evergold'	1 gal
Groundcovers\Perennials				
	47	Gaura	Gaura lindheimeri	1 gal
Herbaceous\Perennials				
	10	Palace Purple Coral Bells	Heuchera x Palace Purple	1 gal
	14	Cranesbill	Geranium	1 gal
	24	Bigfruit Evening Primrose	Oenothera missouriensis	1 gal
	40	Sonoran Sunset Hummingbird Mint	Agastache cana 'Sinning'	1 gal
	24	Pursian Blue Catmint	Nepeta x faassenii 'Pursian Blue'	1 gal
	16	May Night Salvia	Salvia nemorosa 'May Night'	1 gal
	33	Stella De Oro Daylily	Hemerocallis 'Stella De Oro'	1 gal
Shrubs\Deciduous				
	44	Compact Alpine Currant	Ribes alpinum 'Compacta'	5 gal
	30	Blue Mist Spirea	Caryopteris x clandonensis	5 gal
	7	Alfredo Cranberry Bush	Viburnum trilobum 'Alfredo'	5 gal
	57	Birchleaf Spirea	Spiraea betulifolia 'Tor'	5 gal
Shrubs\Evergreen				
	5	Carol Mackie Daphne	Daphne x burkwoodii 'Carol Mackie'	5 gal
Trees\Deciduous				
	5	Redspire Flowering Pear	Pyrus calleryana 'Redspire'	2"
	6	Flame Amur Maple	Acer ginnala 'Flame'	2"
	7	Radiant Crabapple	Malus 'Radiant'	2"
	3	Norwegian Sunset Maple	Acer truncatum x platanoides 'Keithsform'	2"

Scale: 1/10" = 1 ft



InterMountain Plantings
579 W 14600 S
Bluffdale, UT 84056



Scale: 1" = 10'

HOLLADAY HILLS
BLOCK K
HOLLADAY, UT
BUILDING 3

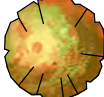
Designed by:
Shelbie Gardner

Date: 7/23/23





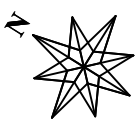
CRUSHED ROCK OVER WEEK BLOCK FABRIC
IN ALL PLANTER BEDS

Symbol	Qty	Common Name	Botanical Name	Container
Groundcovers\Ornamental Grass				
	19	Adagio Maiden Grass	Miscanthus sinensis 'Adagio'	1 gal
Groundcovers\Perennials				
	53	Gaura	Gaura lindheimeri	1 gal
	49	Snowcap Shasta Daisy	Leucanthemum x superbum	1 gal
Herbaceous\Perennials				
	8	Bigfruit Evening Primrose	Oenothera missouriensis	1 gal
	20	Stella De Oro Daylily	Hemerocallis 'Stella De Oro'	1 gal
Shrubs\Deciduous				
	28	Compact Alpine Currant	Ribes alpinum 'Compacta'	5 gal
	34	Blue Mist Spiraea, Mature	Caryopteris x clandonensis	5 gal
	42	Kelsey Dwarf Dogwood	Cornus sericea 'Kelseyi'	5 gal
Trees\Deciduous				
	5	Musashino Japanese Zelkova	Zelkova serrata 'Musashino'	2"



Designed by:
Shelbie Gardner

Date: 7/23/23



HOLLADAY HILLS
BLOCK K
HOLLADAY, UT
BUILDING 4

Scale: 1" = 10'

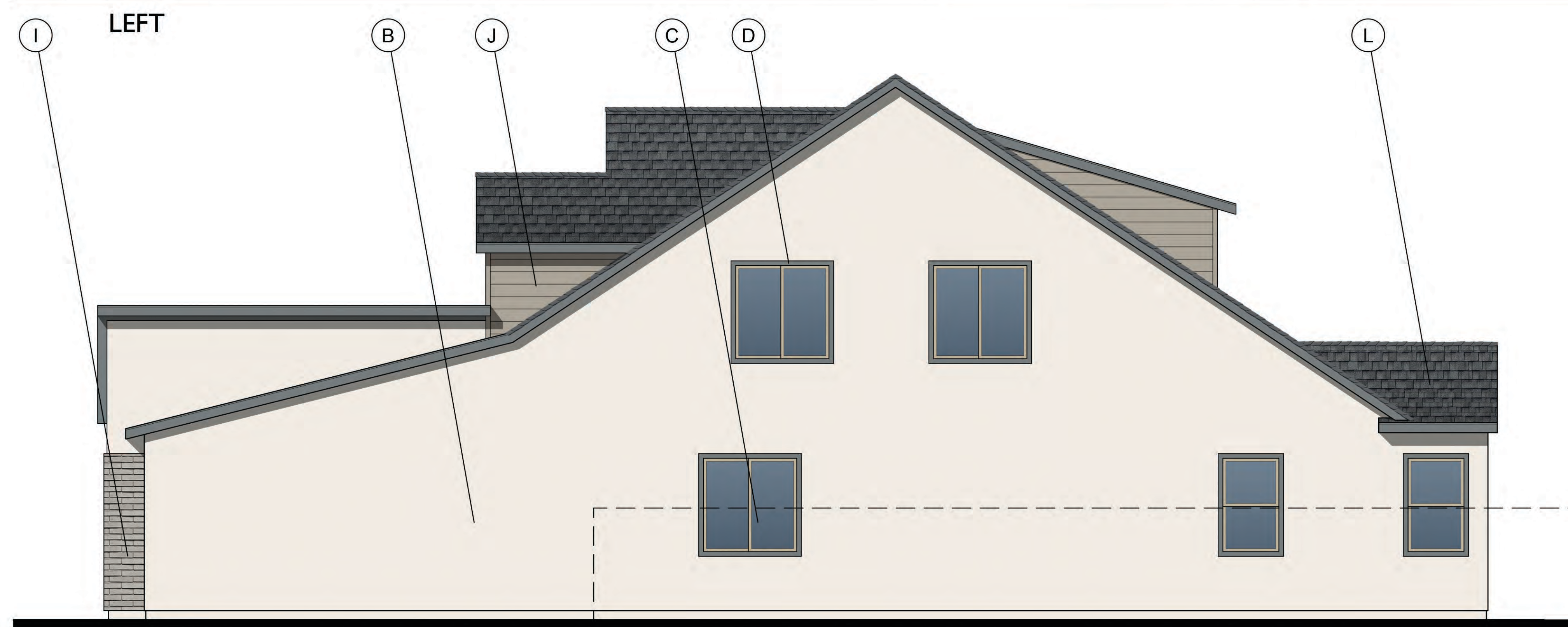
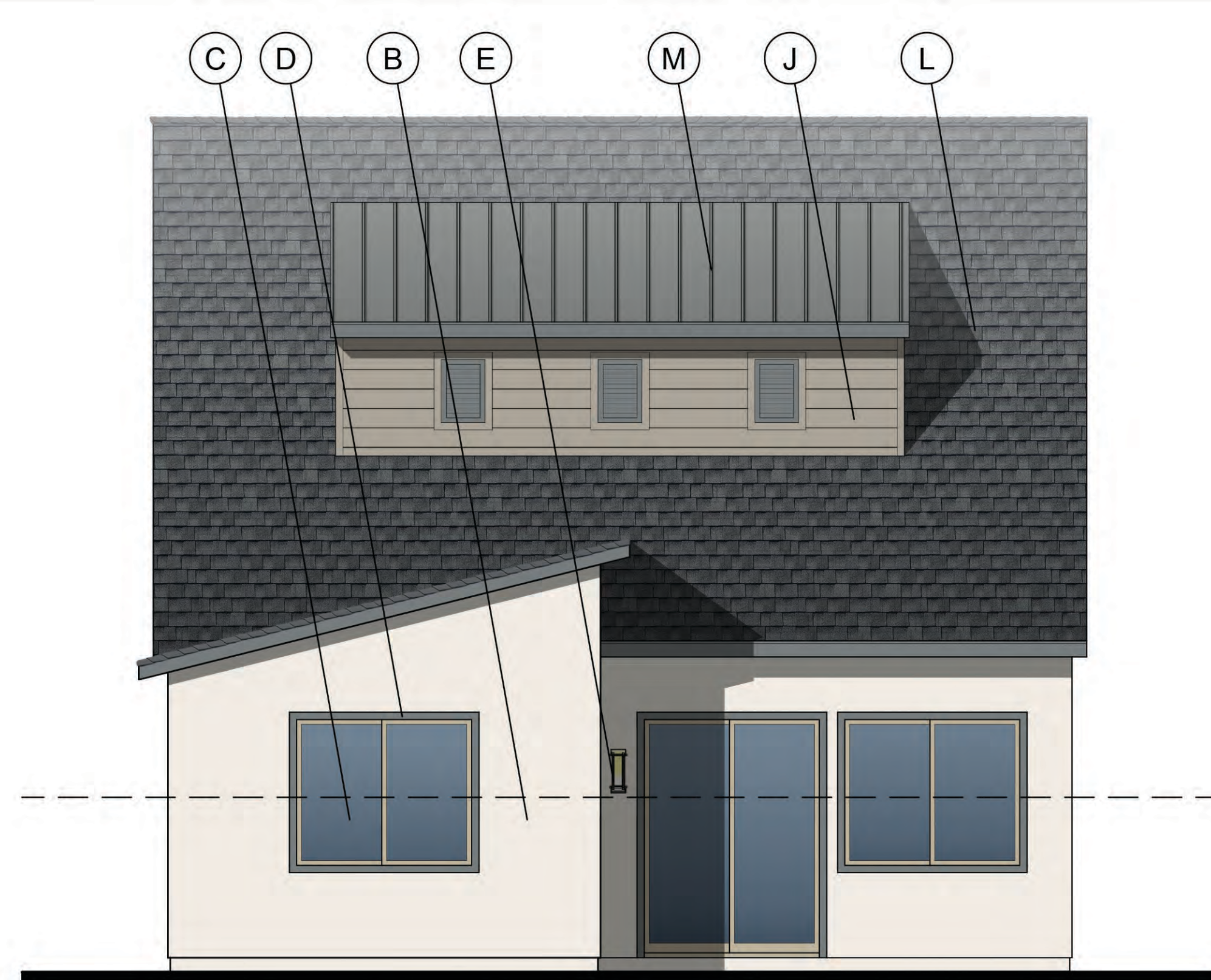
Intermountain Plantings
579 W 14600 S
Bluffdale, UT 84056



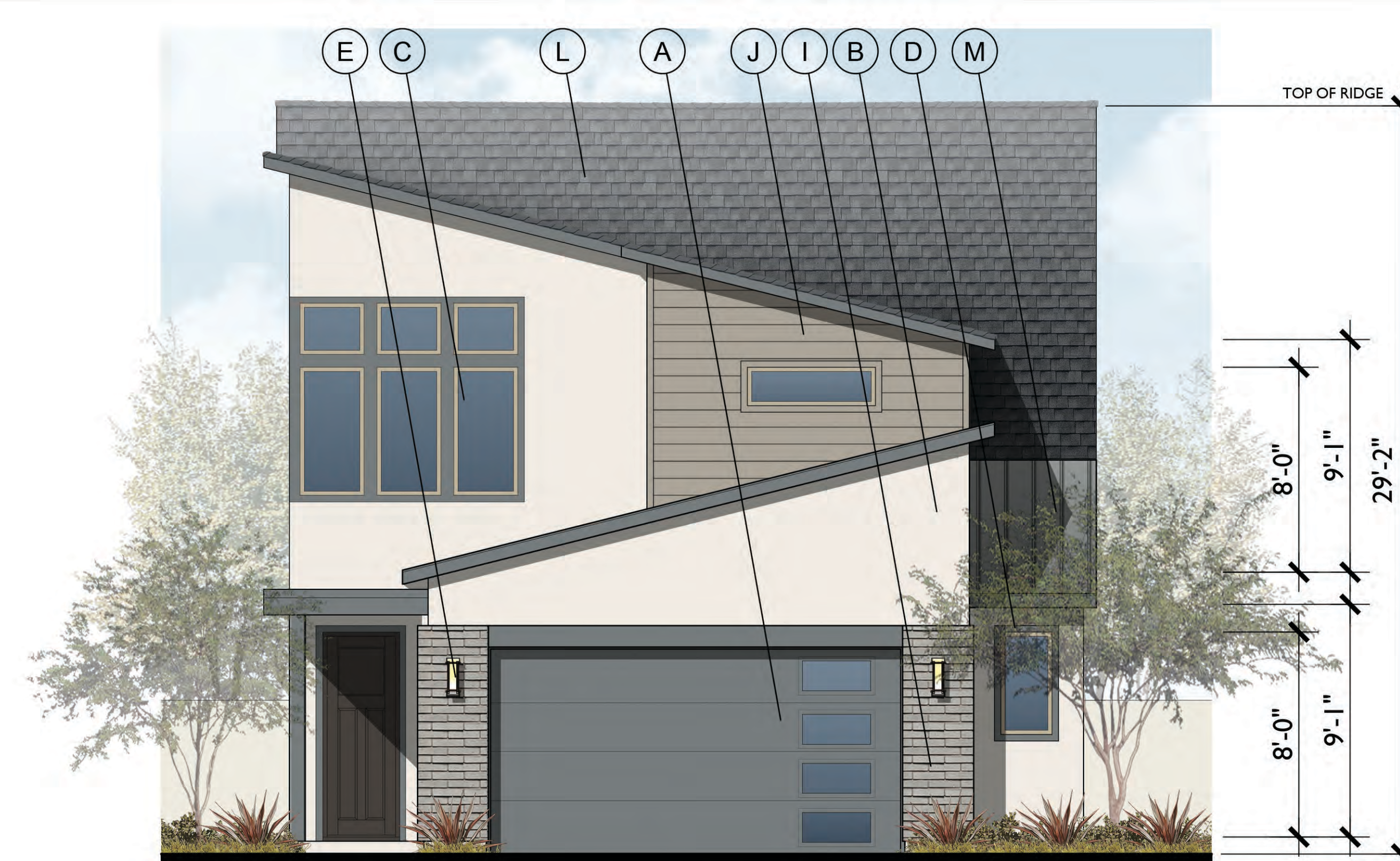
DIGITAL COLOR BOARDS

HOLLADAY HILLS - SFD

HOLLADAY, UTAH | 521.23119
07.24.2023



RIGHT



FRONT

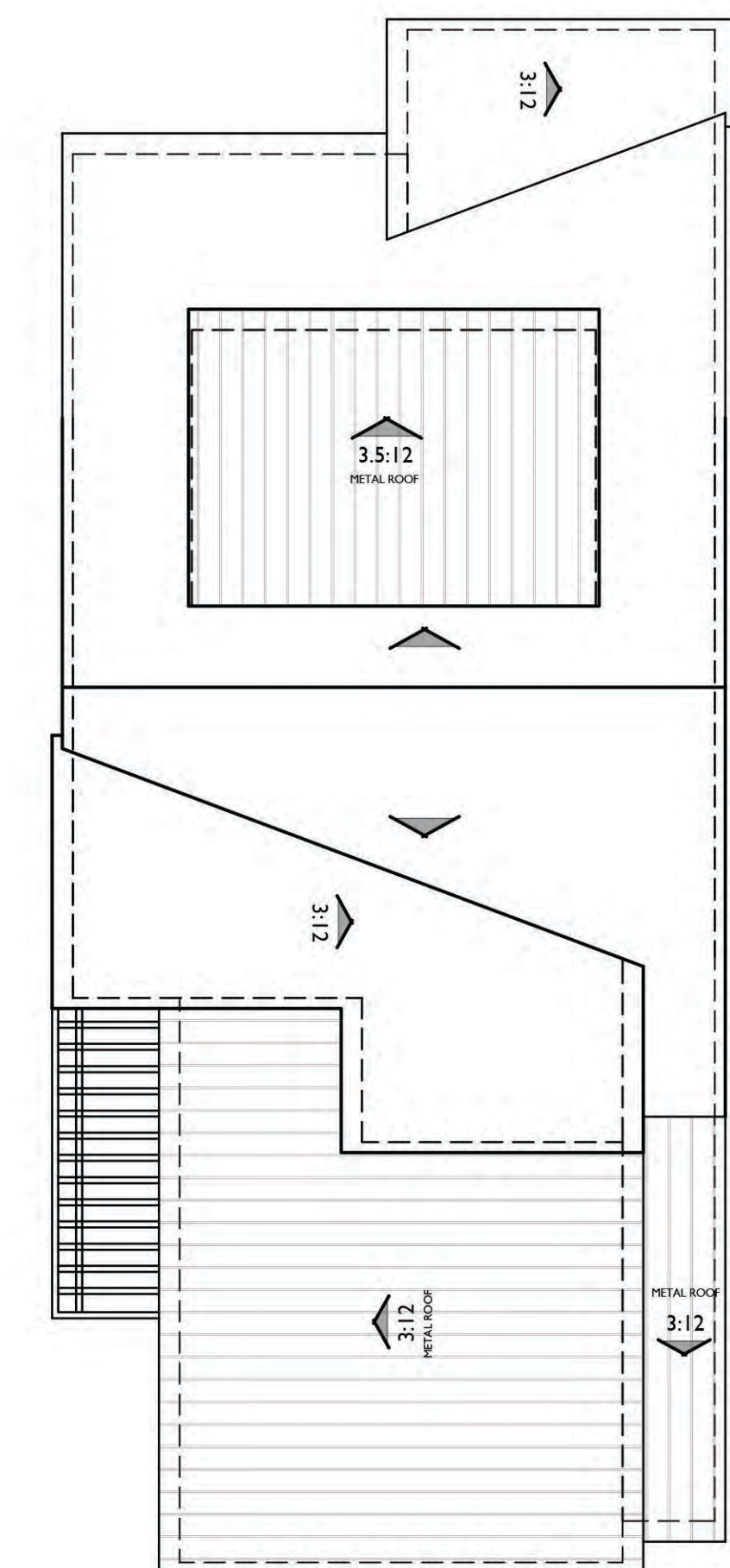
A

1/4"=1'-0"

SCHEME 1

MATERIAL LEGEND

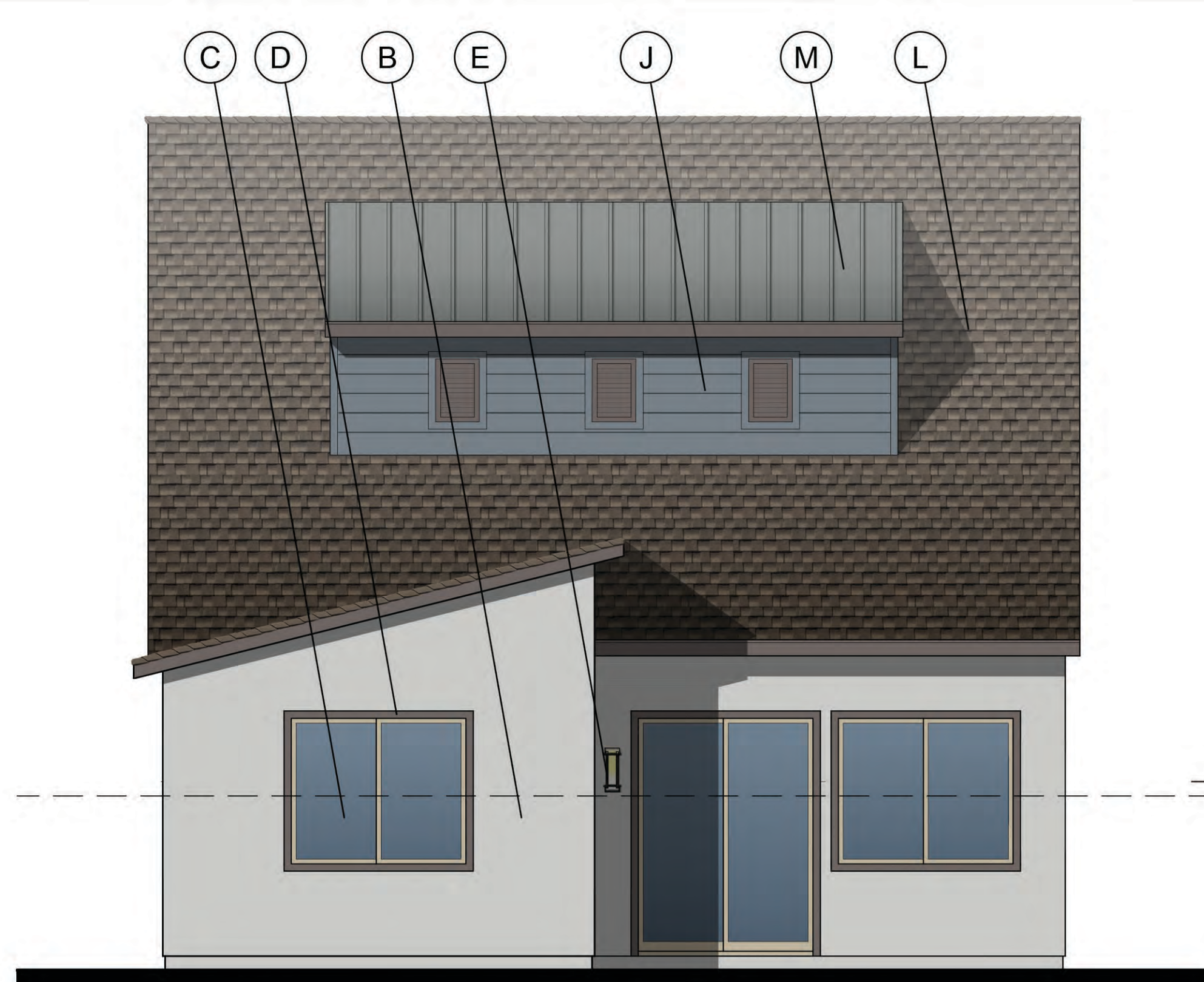
- A. ROLL-UP GARAGE DOOR
- B. STUCCO
- C. VINYL WINDOW
- D. FOAM TRIM
- E. LIGHT FIXTURE
- F. VERTICAL SIDING
- G. BUILT-UP PARAPET
- H. METAL AWNING
- I. BRICK VENEER
- J. HORIZONTAL SIDING
- K. GABLE END DETAIL
- L. COMPOSITION SHINGLES
- M. STANDING SEAM METAL



ROOF PLAN

A

PITCH: 8:12 U.N.O.
RAKE: 6"
EAVE: 12"
ROOF MATERIAL: COMPOSITION SHINGLE & STANDING SEAM METAL ROOF

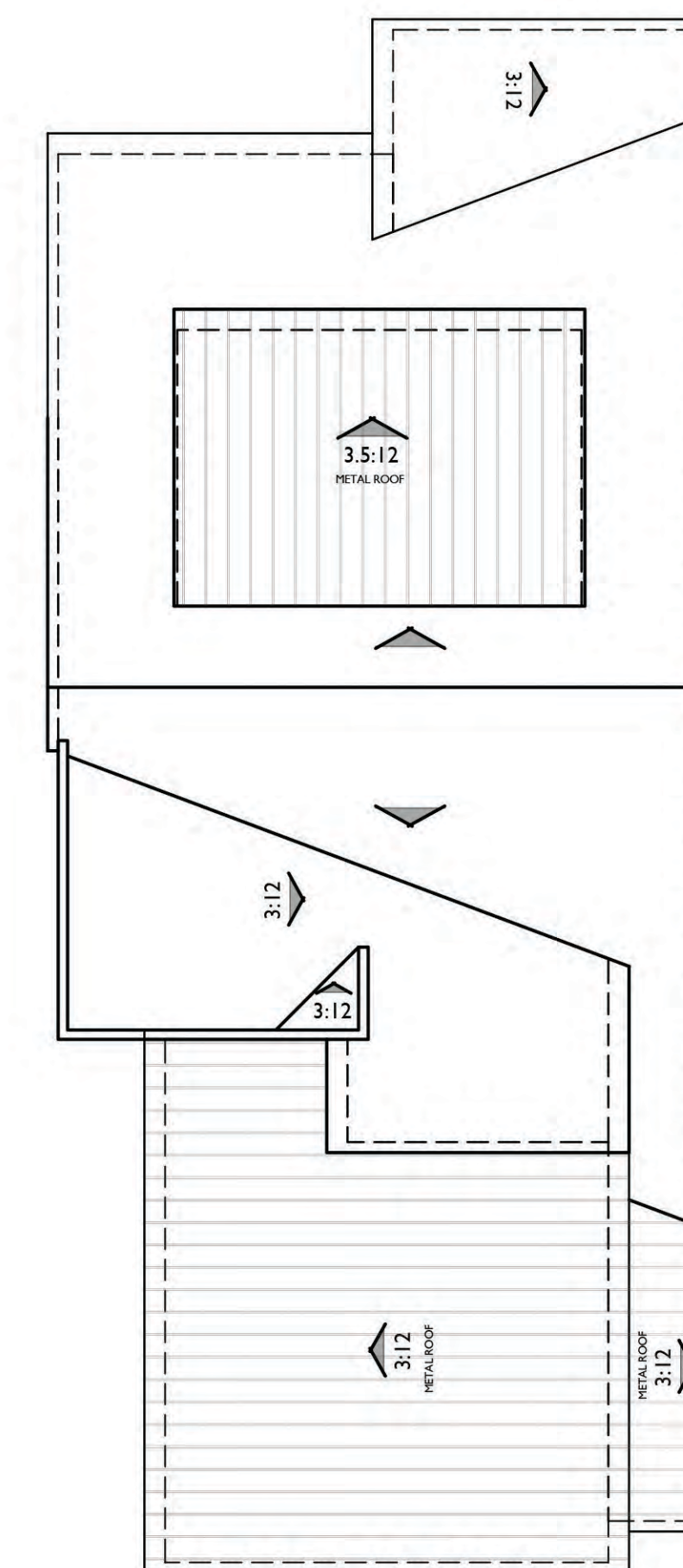


FRONT

MATERIAL LEGEND

- A. ROLL-UP GARAGE DOOR
- B. STUCCO
- C. VINYL WINDOW
- D. FOAM TRIM
- E. LIGHT FIXTURE
- F. VERTICAL SIDING
- G. BUILT-UP PARAPET
- H. METAL AWNING
- I. BRICK VENEER
- J. HORIZONTAL SIDING
- K. GABLE END DETAIL
- L. COMPOSITION SHINGLES
- M. STANDING SEAM METAL

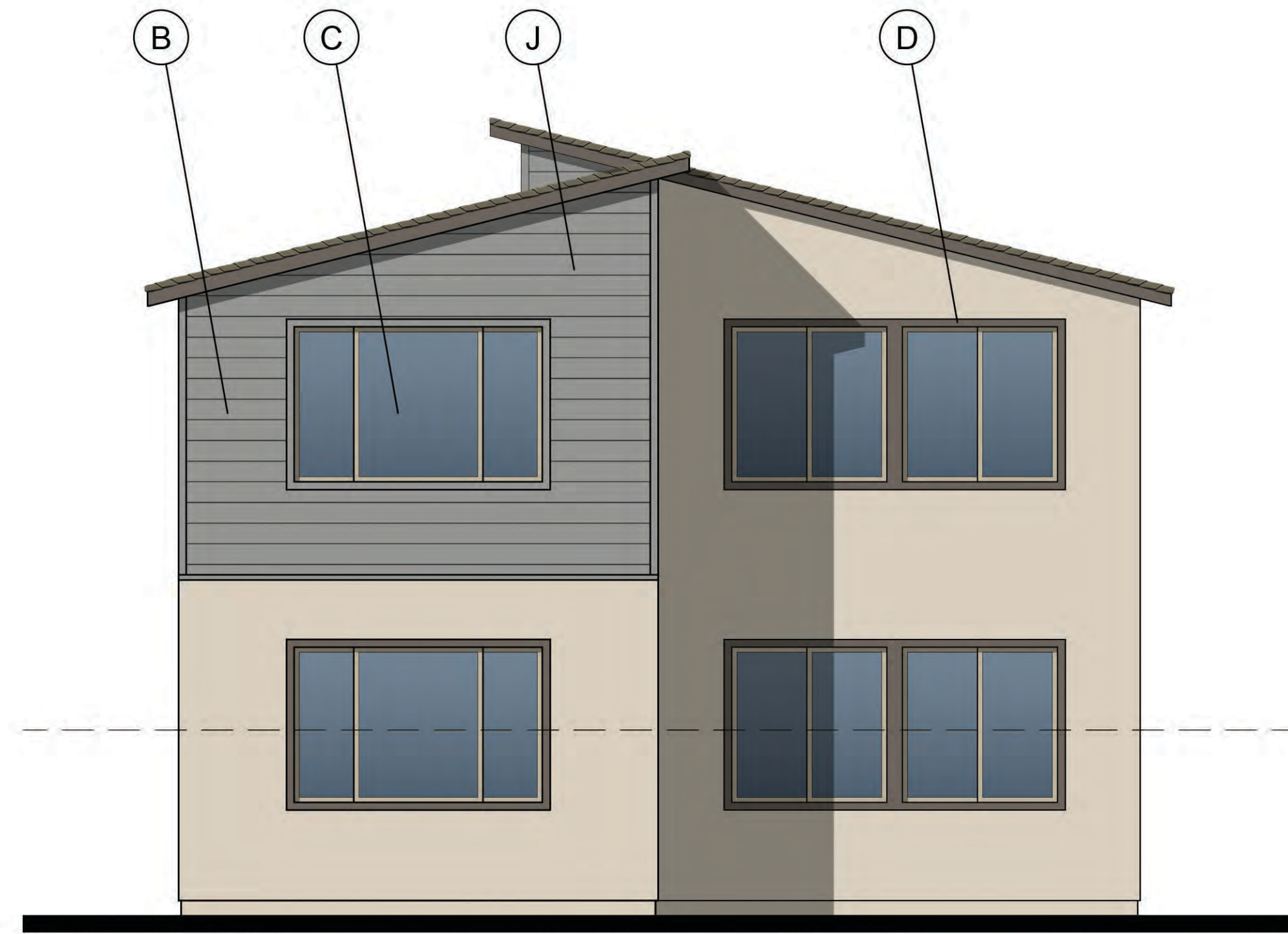
B
1/4"=1'-0"
SCHEME 3



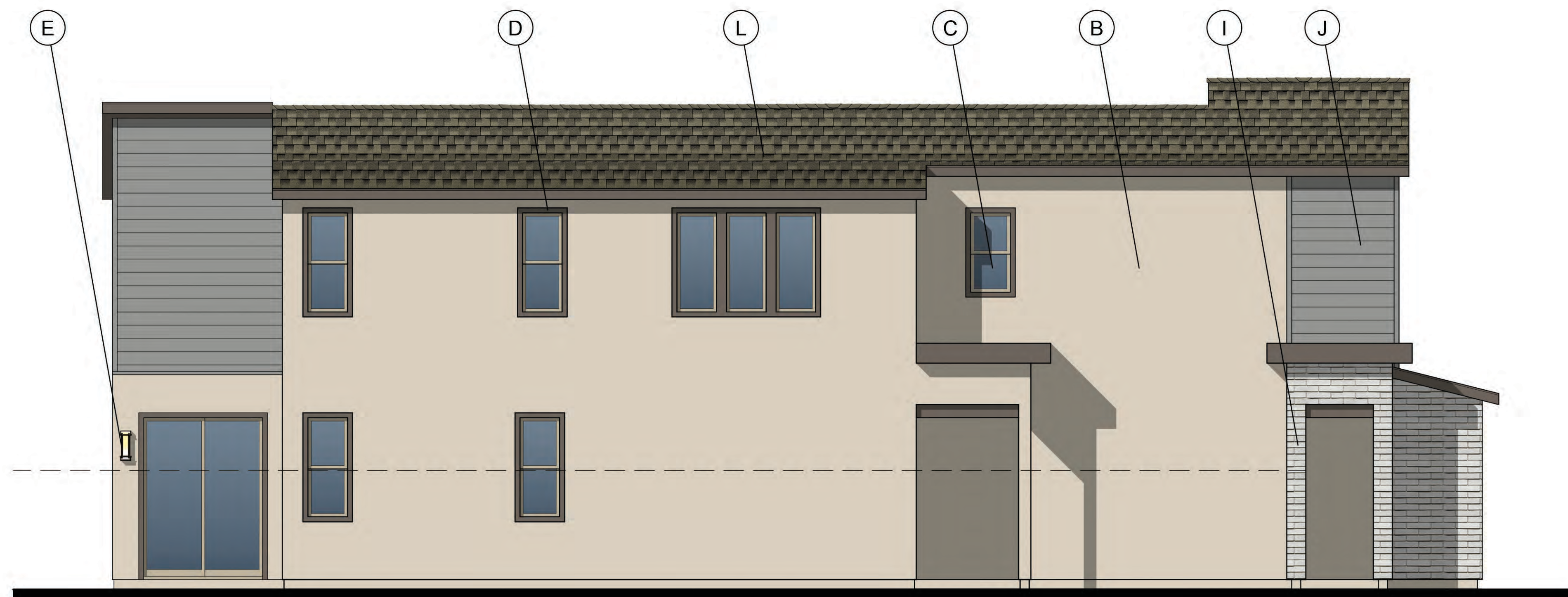
ROOF PLAN

PITCH: 8:12 U.N.O.
RAKE: 6"
EAVE: 6" & 12"
ROOF MATERIAL: COMPOSITION SHINGLE

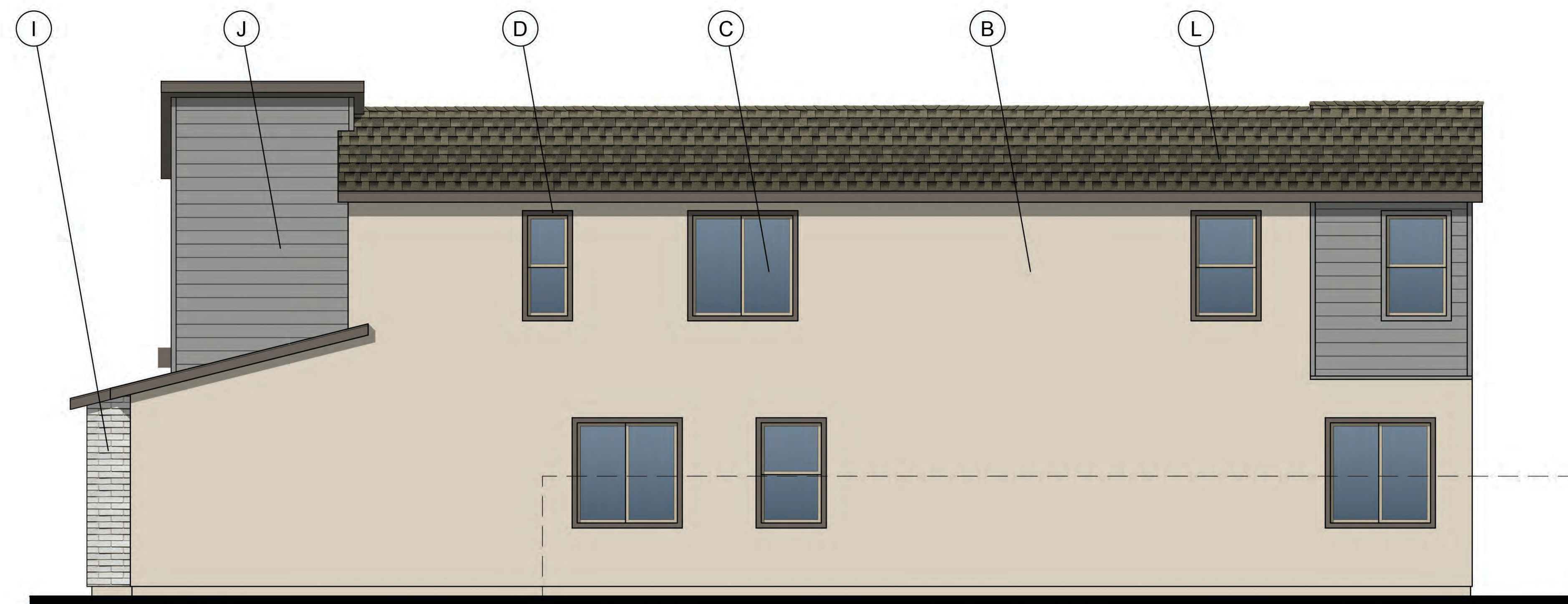
B
1/8"=1'-0"



REAR



LEFT



RIGHT

PLAN 2A

HOLLADAY HILLS - SFD

Holladay, Utah

0 2 4 8

521.23119



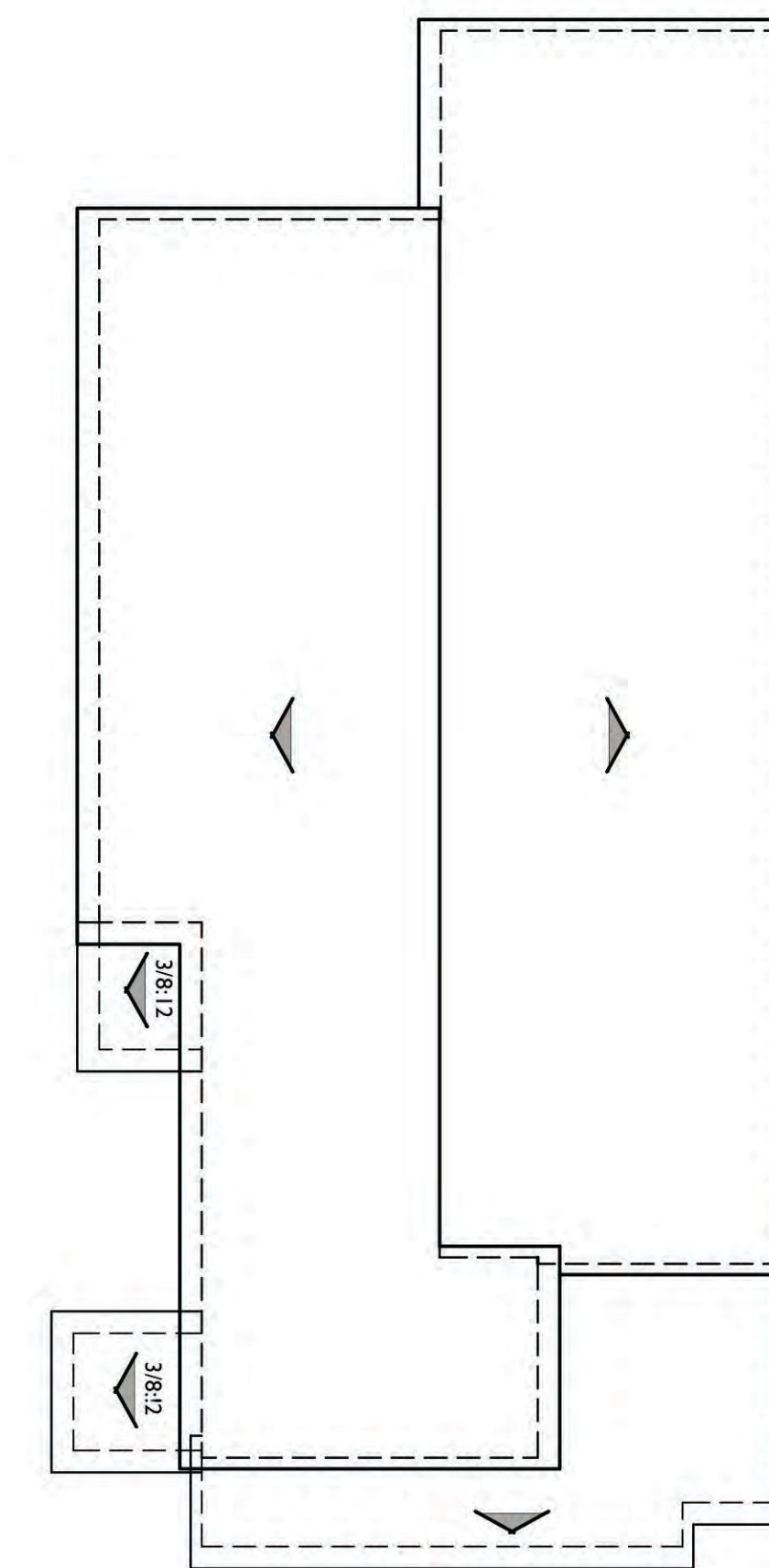
FRONT

A
1/4"=1'-0"

MATERIAL LEGEND

- A. ROLL-UP GARAGE DOOR
- B. STUCCO
- C. VINYL WINDOW
- D. FOAM TRIM
- E. LIGHT FIXTURE
- F. VERTICAL SIDING
- G. BUILT-UP PARAPET
- H. METAL AWNING
- I. BRICK VENEER
- J. HORIZONTAL SIDING
- K. GABLE END DETAIL
- L. COMPOSITION SHINGLES
- M. STANDING SEAM METAL

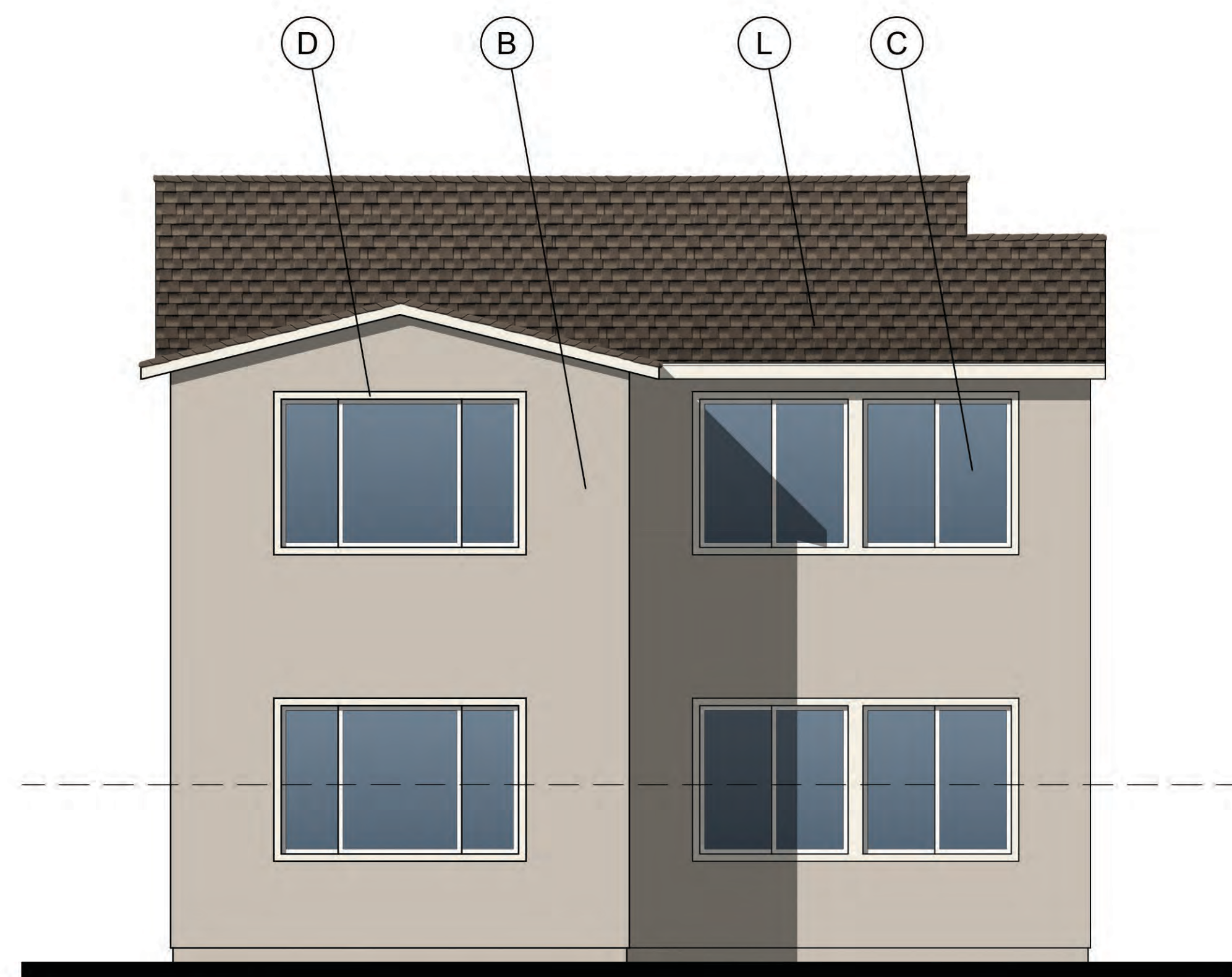
SCHEME 2



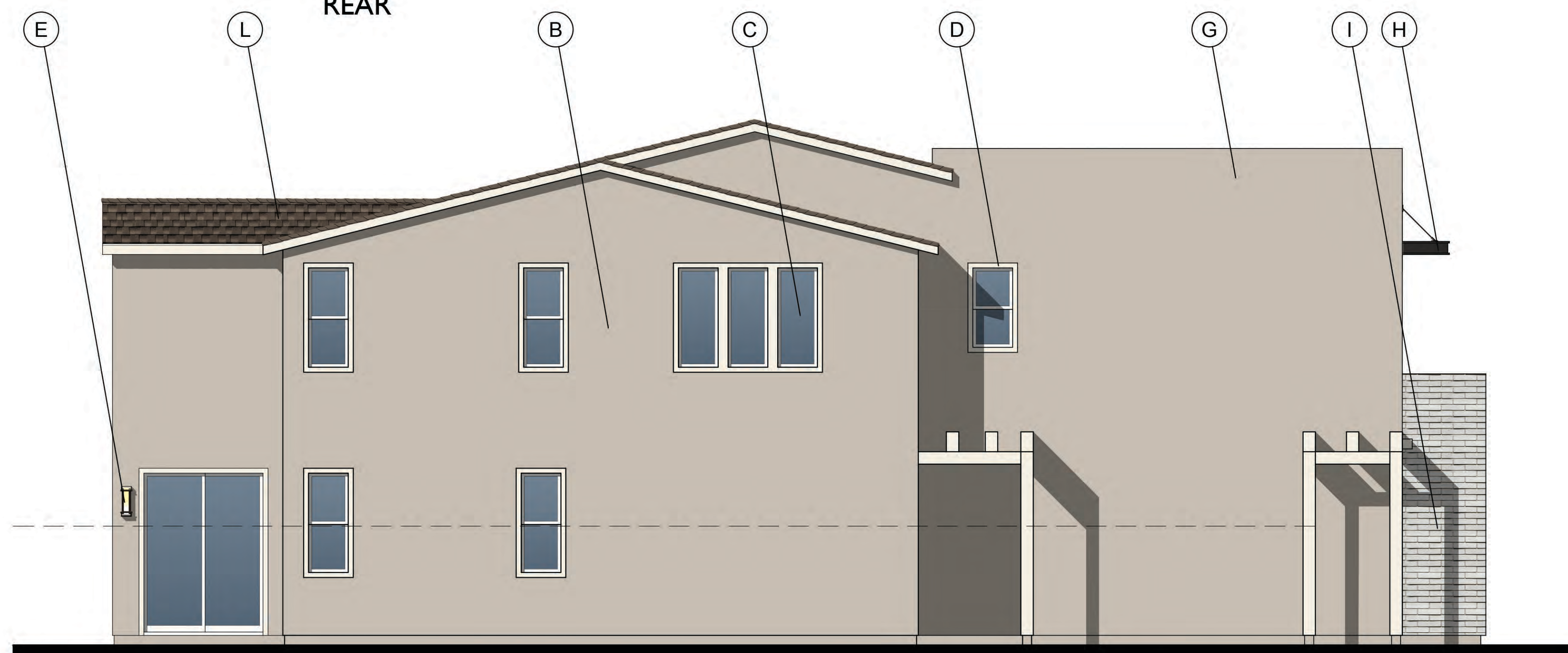
ROOF PLAN

A
1/8"=1'-0"

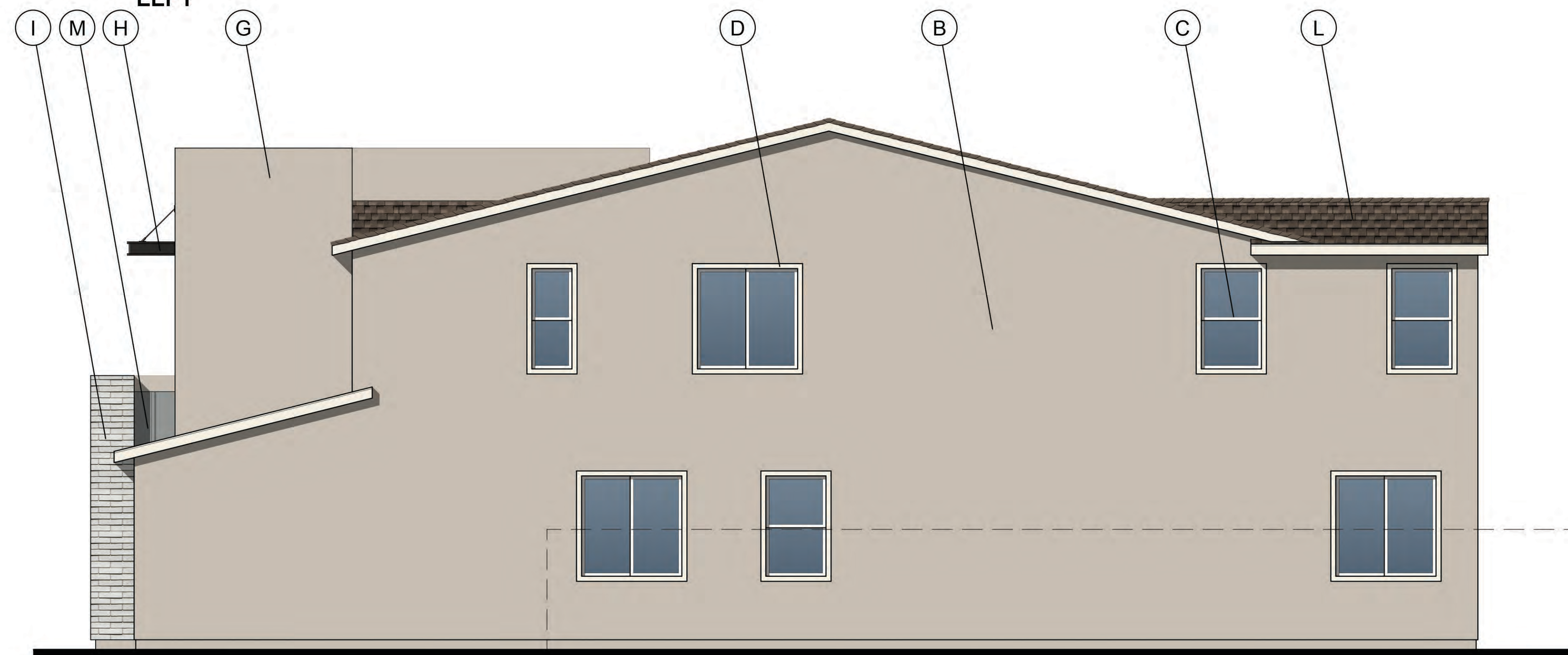
PITCH: 3:12 U.N.O
RAKE: 6"
EAVE: 12"
ROOF MATERIAL: COMPOSITION SHINGLES & STANDING SEAM METAL ROOF



REAR



LEFT



RIGHT

PLAN 2 B

HOLLADAY HILLS - SFD

Holladay, Utah

0 2 4 8

521.23119



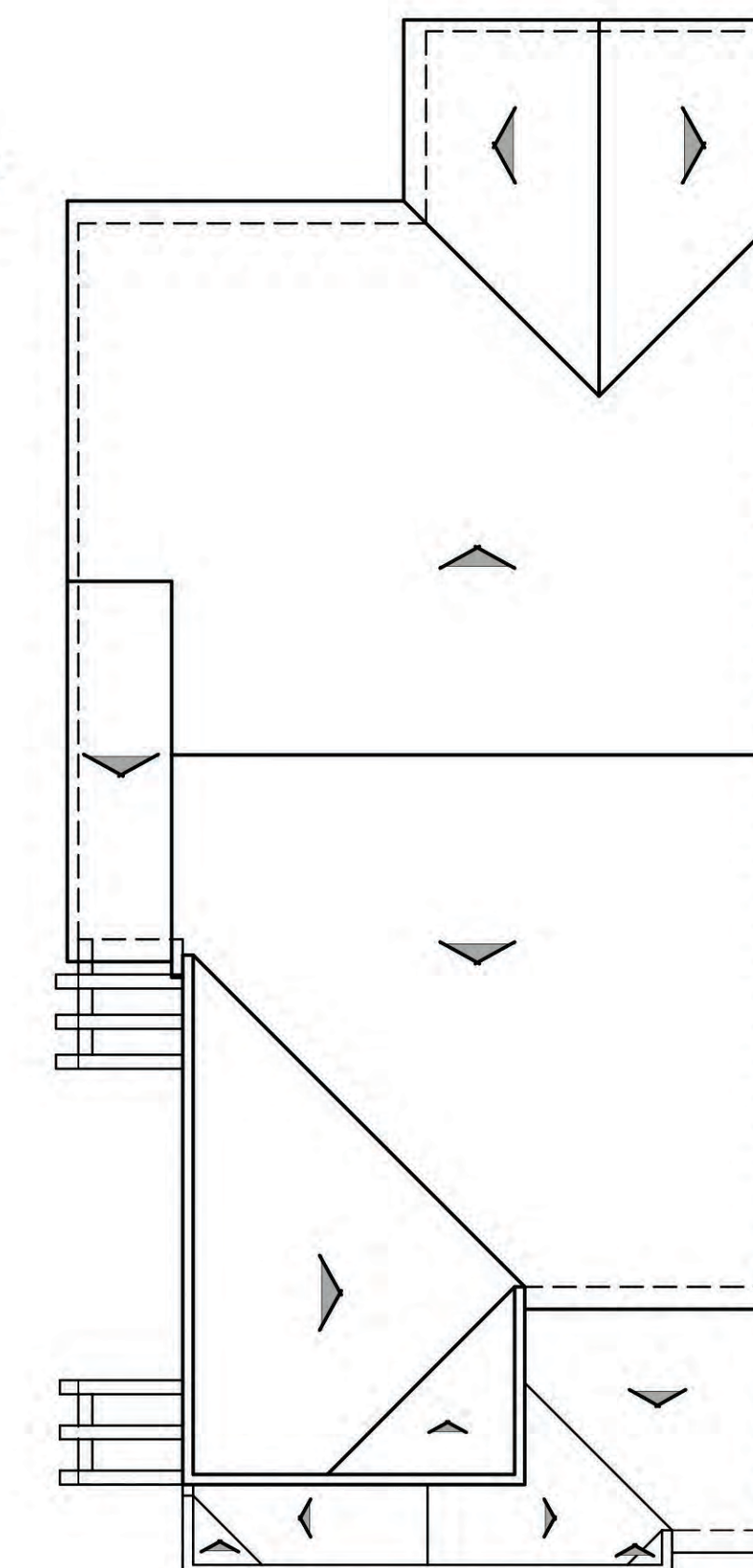
FRONT

B
1/4"=1'-0"

SCHEME 4

MATERIAL LEGEND

- A. ROLL-UP GARAGE DOOR
- B. STUCCO
- C. VINYL WINDOW
- D. FOAM TRIM
- E. LIGHT FIXTURE
- F. VERTICAL SIDING
- G. BUILT-UP PARAPET
- H. METAL AWNING
- I. BRICK VENEER
- J. HORIZONTAL SIDING
- K. GABLE END DETAIL
- L. COMPOSITION SHINGLES
- M. STANDING SEAM METAL



ROOF PLAN

B

PITCH: 3:12 U.N.O.
RAKE: 6"
EAVE: 12"
ROOF MATERIAL: COMPOSITION SHINGLES & STANDING SEAM METAL ROOF

ROOF: GAF
PAINT: SHERWIN WILLIAMS
METAL ROOF: CUSTOM BILT - OLD TOWN GRAY
GUTTER & DOWNSPOUT: CUSTOM BILT
BRICK: CULTURED STONE - TENLEY BRICK
BRICK MORTAR: ORCO MAC PLUS

SCHEMES 1-6 ARE FOR ALL 'A' & 'B' ELEVATIONS

SCHEME	1	2	3	4	5	6
FASCIA, EAVES, TRIM, BEAMS, COLUMNS & GARAGE	SW 7074 SOFTWARE	SW 7047 PORPOISE	SW 6005 FOLKSTONE	SW 7103 WHITETAIL	SW 7674 PEPPERCORN	SW 7566 WESTHIGHLAND WHITE
ENTRY DOOR	SW 7675 SEALSKIN	SW 6230 RAINSTORM	SW 6090 JAVA	SW 9141 WATERLOO	SW 6215 ROCKY RIVER	SW 6990 CAVIAR
BASE STUCCO	SW 7551 GREEK VILLA	SW 7541 GRECIAN IVORY	SW 7667 ZIRCON	SW 9173 SHIITAKE	SW 7029 AGREEABLE GRAY	SW 7649 SILVER PLATE
SIDING	SW 7024 FUNCTIONAL GRAY	SW 9163 TIN LIZZIE	SW 2819 DOWNING SLATE	SW 7032 WARMSTONE	SW 2836 QUARTERSAWN OAK	SW 7566 WESTHIGHLAND WHITE
BRICK	KULLEN	LOFTEN	NORI	LOFTEN	KULLEN	NORI
BRICK MORTAR	MISTY COVE	GLACIER WHITE	MIDNIGHT SKY	GLACIER WHITE	MISTY COVE	MIDNIGHT SKY
ROOF	PEWTER GRAY	WEATHERED WOOD	MISSION BROWN	MISSION BROWN	BARKWOOD	CHARCOAL
WINDOW FRAME	TAN	TAN	TAN	WHITE	TAN	WHITE
GUTTER & DOWNSPOUT	OLD TOWN GRAY	WEATHERED COPPER	BRONZE	WHITE	WEATHERED BRONZE	WHITE

HOLLADAY HILLS - SFD

HOLLADAY, UTAH | 521.23119



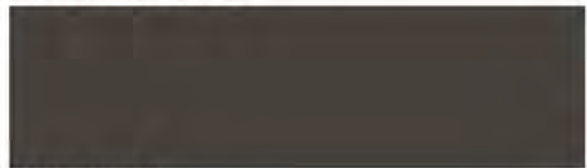
ROOF - GAF
TIMBERLINE HDZ - PEWTER GRAY



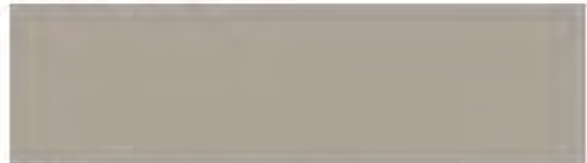
BASE STUCCO
SW 7551 GREEK VILLA



FASCIA, EAVES, TRIM, BEAMS, COLUMNS & GARAGE
SW 7074 SOFTWARE



ENTRY DOOR
SW 7675 SEALSKIN



SIDING
SW 7024 FUNCTIONAL GRAY



BRICK - CULTURED STONE
TENLEY BRICK - KULLEN



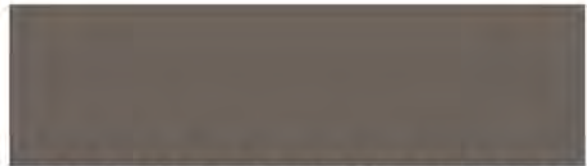
METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY



ROOF - GAF
TIMBERLINE HDZ - WEATHERED WOOD



BASE STUCCO
SW 7541 GRECIAN IVORY



FASCIA, EAVES, TRIM, BEAMS, COLUMNS & GARAGE
SW 7047 PORPOISE



ENTRY DOOR
SW 6230 RAINSTORM



SIDING
SW 9163 TIN LIZZIE



BRICK - CULTURED STONE
TENLEY BRICK - LOFTEN



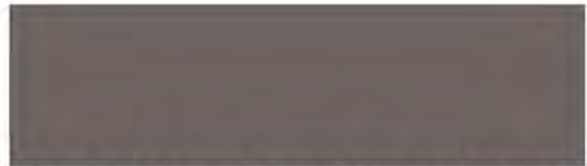
METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY



ROOF - GAF
TIMBERLINE HDZ - MISSION BROWN



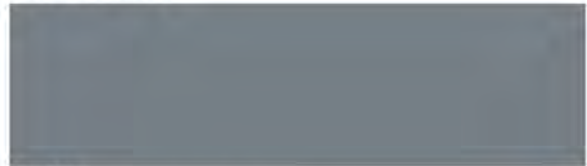
BASE STUCCO
SW 7667 ZIRCON



FASCIA, EAVES, TRIM, BEAMS, COLUMNS & GARAGE
SW 6005 FOLKSTONE



ENTRY DOOR
SW 6090 JAVA



SIDING
SW 2819 DOWNING SLATE



BRICK - CULTURED STONE
TENLEY BRICK - NORI



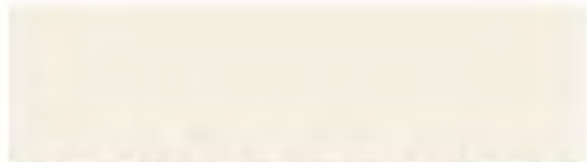
METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY



ROOF - GAF
TIMBERLINE HDZ - MISSION BROWN



BASE STUCCO
SW 9173 SHIITAKE



FASCIA, EAVES, TRIM, BEAMS, COLUMNS & GARAGE
SW 7103 WHITETAIL



ENTRY DOOR
SW 9141 WATERLOO



SIDING
SW 7032 WARM STONE



BRICK - CULTURED STONE
TENLEY BRICK - LOFTEN



METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY



ROOF - GAF
TIMBERLINE HDZ - BARKWOOD



BASE STUCCO
SW 7029 AGREEABLE GRAY



FASCIA, EAVES, TRIM, BEAMS, COLUMNS & GARAGE
SW 7674 PEPPERCORN



ENTRY DOOR
SW 6215 ROCKY RIVER



SIDING
SW 2836 QUARTERSAWN OAK



BRICK - CULTURED STONE
TENLEY BRICK - KULLEN



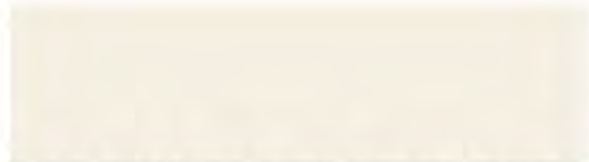
METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY



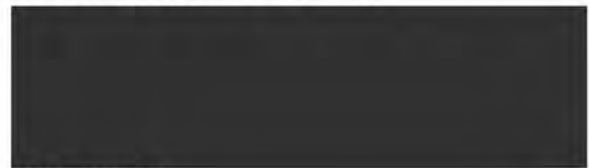
ROOF - GAF
TIMBERLINE HDZ - CHARCOAL



BASE STUCCO
SW 7649 SILVERPLATE



FASCIA, EAVES, TRIM, BEAMS, COLUMNS & GARAGE
SW 7566 WESTHIGHLAND WHITE



ENTRY DOOR
SW 6990 CAVIAR



SIDING
SW 7566 WESTHIGHLAND WHITE



BRICK - CULTURED STONE
TENLEY BRICK - NORI

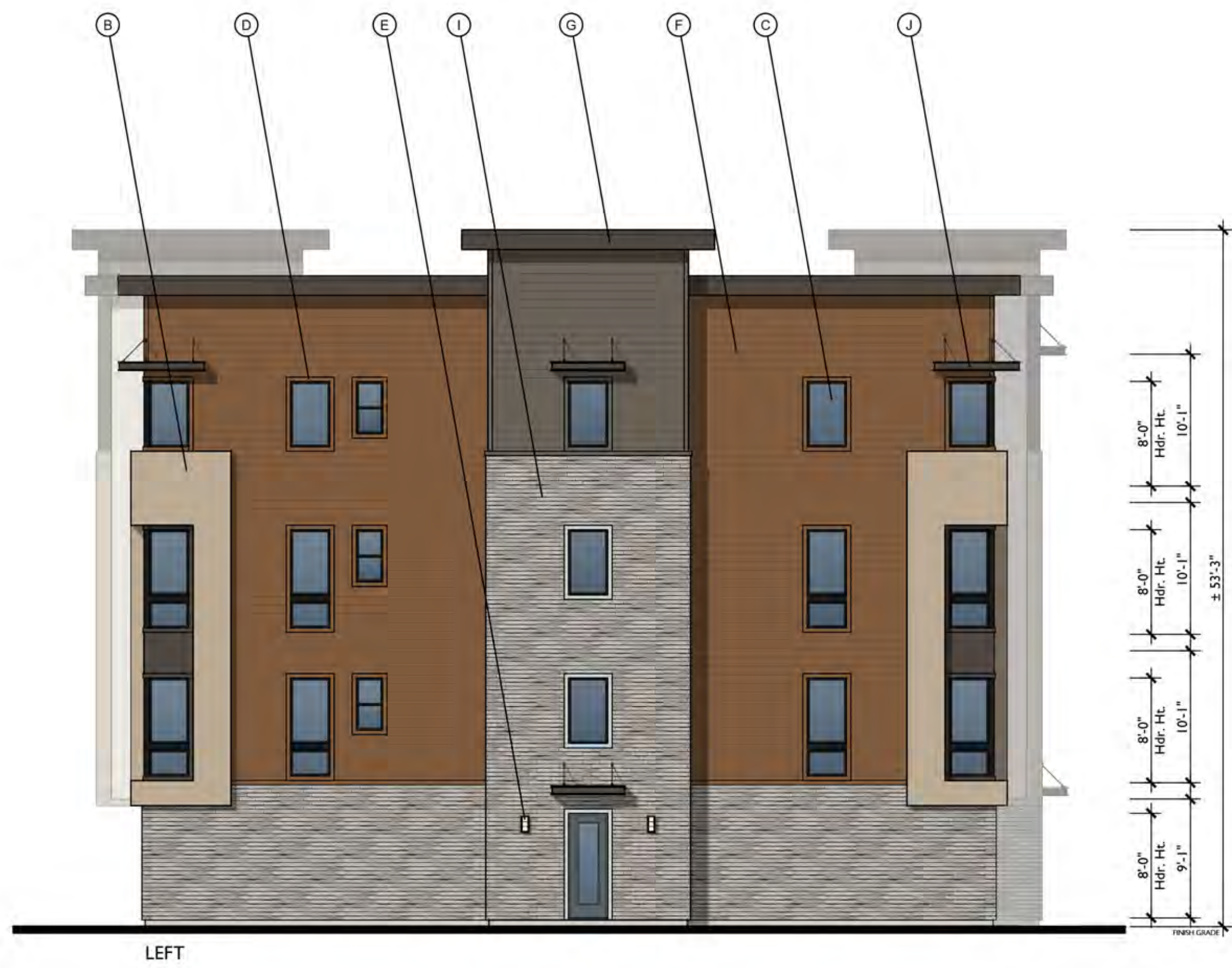


METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY

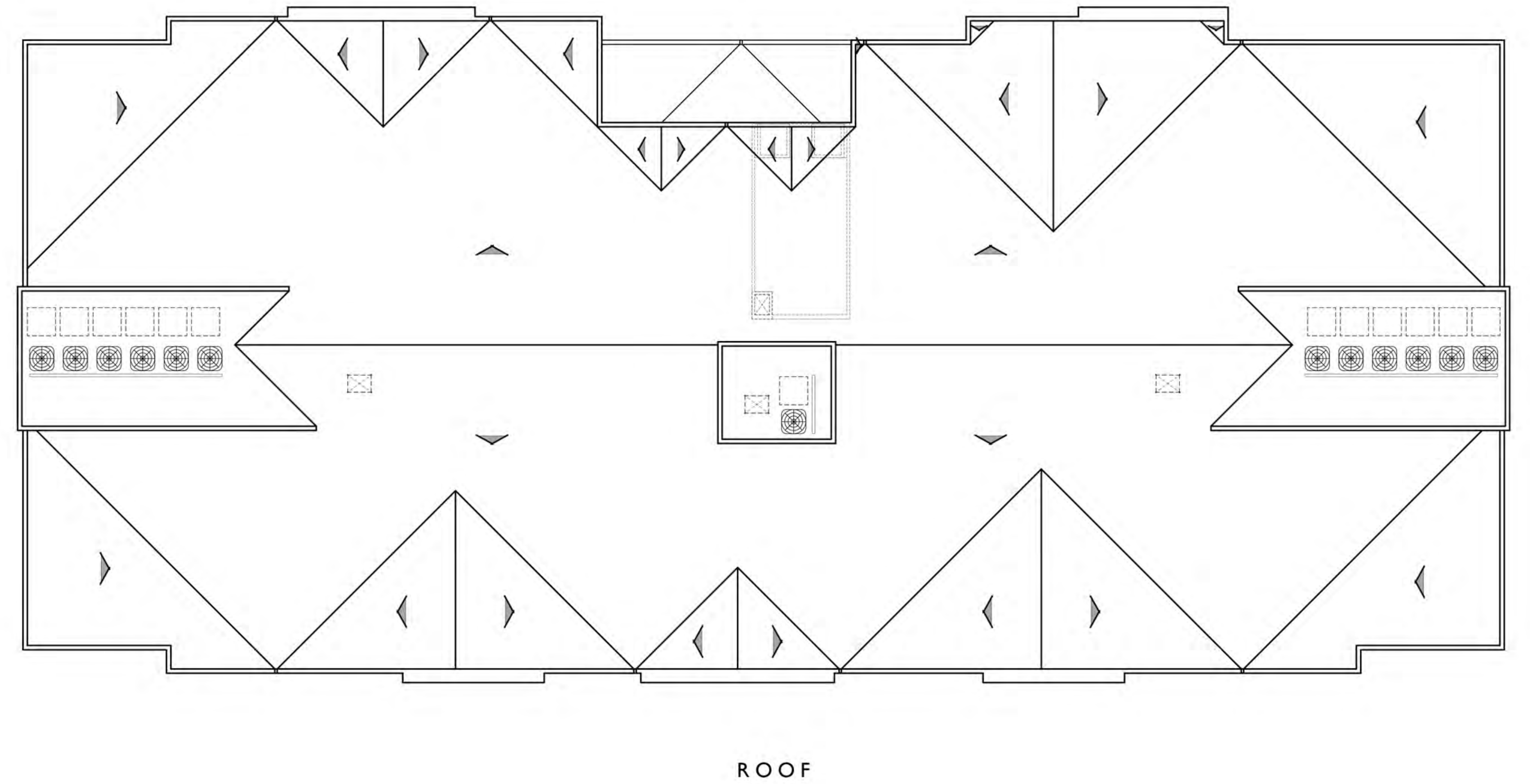
DIGITAL COLOR BOARDS

HOLLADAY HILLS - FLATS

HOLLADAY, UTAH | 521.23120
07.24.2023



- MATERIAL LEGEND**
- A. ROLL-UP GARAGE DOOR
 - B. STUCCO
 - C. VINYL WINDOW
 - D. FOAM TRIM
 - E. LIGHT FIXTURE
 - F. HORIZONTAL SIDING
 - G. BUILT-UP PARAPET
 - H. METAL AWNING
 - I. BRICK VENEER
 - J. METAL RAILING





- MATERIAL LEGEND**
- A. ROLL-UP GARAGE DOOR
 - B. STUCCO
 - C. VINYL WINDOW
 - D. FOAM TRIM
 - E. LIGHT FIXTURE
 - F. HORIZONTAL SIDING
 - G. BUILT-UP PARAPET
 - H. METAL AWNING
 - I. BRICK VENEER
 - J. METAL RAILING



BUILDING B - 24 - PLEX

Front and Rear Elevations

HOLLADAY HILLS - FLATS

Holladay, Utah

0 2 4 8 521.23120

ROOF: GAF
PAINT: SHERWIN WILLIAMS
METAL ROOF: CUSTOM BILT - OLD TOWN GRAY
GUTTER & DOWNSPOUT: CUSTOM BILT
BRICK: CULTURED STONE - TENLEY BRICK
BRICK MORTAR: ORCO MAC PLUS

	SCHEMES 1-2 ARE FOR ALL 'A' & 'B' ELEVATIONS	
SCHEME	1	2
FASCIA, EAVES, TRIM, BEAMS, RAILING, AWNINGS & GARAGE	SW 7020 BLACK FOX	SW 6990 CAVIAR
ENTRY DOOR	SW 6236 GRAYS HARBOR	SW 6990 CAVIAR
BASE STUCCO #1	SW 9165 GOSSAMER VEIL	SW 7636 ORIGAMI WHITE
BASE STUCCO #2	SW 7548 PORTICO	SW 7044 AMAZING GRAY
SIDING #1	SW 7047 PORPOISE	SW 6236 GRAYS HARBOR
SIDING #2	SW 6096 JUTE BROWN	SW 6090 JAVA
BRICK	KULLEN	NORI
BRICK MORTAR	MISTY COVE	MIDNIGHT SKY
WINDOW FRAME	BLACK	BLACK
GUTTER & DOWNSPOUT	BLACK	BLACK

HOLLADAY HILLS - FLATS

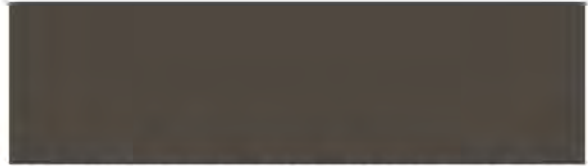
HOLLADAY, UTAH | 521.23120



BASE STUCCO #1
SW 9165 GOSSAMER VEIL



BASE STUCCO #2
SW 7548 PORTICO



FASCIA, EAVES, TRIM, BEAMS, AWNINGS & GARAGE
SW 7020 BLACK FOX



ENTRY DOOR
SW 6236 GRAYS HARBOR



SIDING #1
SW 7047 PORPOISE



SIDING #2
SW 6096 JUTE BROWN



BRICK - CULTURED STONE
TENLEY BRICK - KULLEN



METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY



BASE STUCCO #1
SW 7636 ORIGAMI WHITE



BASE STUCCO #2
SW 7044 AMAZING GRAY



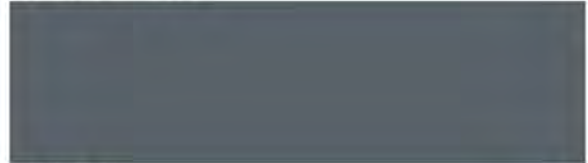
BRICK - CULTURED STONE
TENLEY BRICK - NORI



FASCIA, EAVES, TRIM, BEAMS, AWNINGS & GARAGE
SW 6990 CAVIAR



ENTRY DOOR
SW 6990 CAVIAR



SIDING #1
SW 6236 GRAYS HARBOR



SIDING #2
SW 6090 JAVA



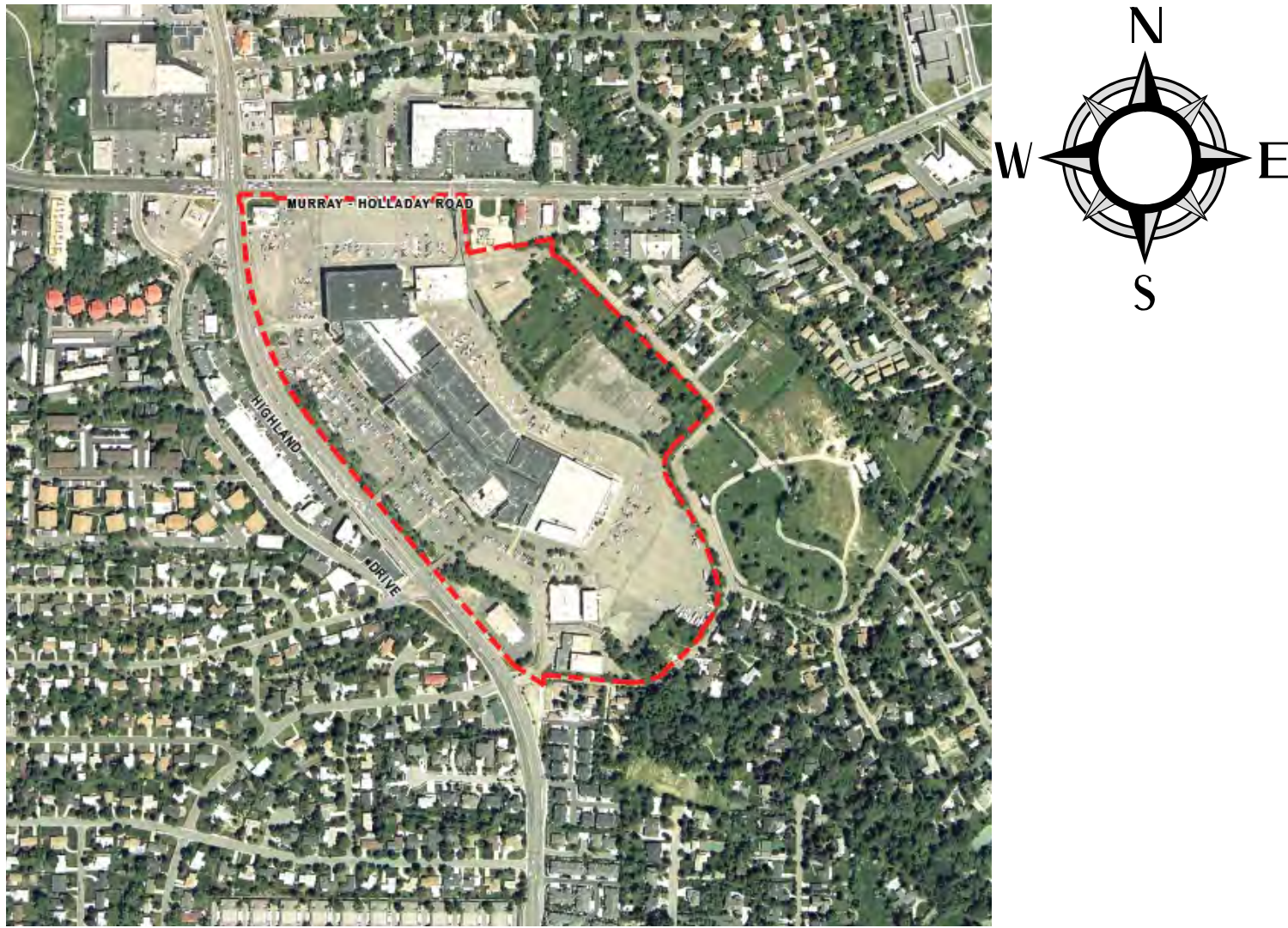
METAL ROOF - CUSTOM BILT METALS
OLD TOWNE GRAY

Cottonwood

Site Development Master Plan (SDMP)

Regional Mixed-Use Development

City of Holladay, County of Salt Lake, State of Utah



Project Vicinity Boundary

General Development Guidelines

Zoning: Regional Mixed-Use (R/M-U)
Total Site Acreage: 57.37 Acres
Building Height*:
Restricted:
Maximum: 40 Feet Height***
Maximum: 35 Feet Height for single family lots greater than .20 acres ***
Minimum: No Dwellings shall contain less than one story
Limited:
Maximum: 60 Feet Height (4 Stories)***
Minimum: No Dwellings shall contain less than one story
Open:
Maximum: 90 Feet Height (5 Stories); including screening walls, architectural features and mechanical equipment.*** Not to exceed 80 Feet Height in 50% or less of Total Square Footage located in District Area
Architectural Tower Feature not subject to height restrictions
Minimum: No Dwellings shall contain less than one story
**All Height Measurements are measured on New Proposed Grade Levels and shall be measured from the center point average of each building structure (see page 23 of the SDMP for proposed finished grade elevations)*

Parking: Stalls (Min/Max) 2,643/4,421
Density:
Residential Units (Min/Max): 454 Units/614 Units
Average DU/A (Min/Max): 7.91 Units per Acre/10.70 Units per Acre
Setbacks:
45 Foot Average Setback from Big Cottonwood Creek to Building.
Minimum of 40 Foot Setback along Big Cottonwood Creek to Building.
Protected Zone: Minimum 10 Foot Setback from Right of Way along Memory Lane and Arbor Lane. Minimum 25 Foot Setback for 4 Single Family Lots over 0.20 Acres on Arbor Lane. 0 Foot Setback for Murray/Holladay Road and Highland Drive (excluding creek section) from Right of Way.
Total Open Space (Min/Max):
479.232 square feet/648,372 square feet
11.00 acres/14.88 acres
Total Square Footage by Uses:**
Commercial (Min/Max): 579,169 square feet/772,225 square feet
Residential (Min/Max): 762,141 square feet/ 1,031,131 square feet
***Developer is required to submit building permit approvals for the minimum required commercial square feet by block/subdivision (page 4) on or before the time of building permit approvals are granted for residential building uses by each block/subdivision.*

Contents

1. General Guidelines/Site Statistics
2. Project Description and Vision Statement
3. Permitted Land Uses by District and Building Functions
4. Conceptual Phasing/Subdivision Plan
5. Land Use Regulating Plan - Uses by Story
6. Building Massing and Heights Plan
7. Conceptual Massing Renderings
8. Site Parking Plan
9. Site Parking Average Analysis
10. Thoroughfare locations, types and travel direction
11. Thorough Fare Types & Street Cross Sections
12. Traffic Study and Impacts
13. Traffic Study and Impacts, Continued
14. Streetscape Design Examples/Branding Precedents
15. Open and Gathering Space Plan
16. Sample Building Materials and Design Guidelines
17. Conceptual Site Lighting and Signage Plan
18. Utility Capacity and Availability
19. Civil Plans: Site
20. Civil Plans: Grading and Drainage
21. Civil Plans: Creek Relocation Model
22. Civil Plans: Topographical Model
23. Civil Plans: Center Building Point Elevations
24. Civil Plans: Utility Model
25. Environmental and Energy Efficiency Statement of Intent
26. Site Construction/Environmental Quality Control Plan
27. Geotechnical Data and Studies Summary
28. Geotechnical Data and Studies Summary

Site Mixed-Use Allocations Summary by Total Square Footage

Total Site Square Feet (Vertical & Horizontal)

	Max SF	Min SF	Average %
Commercial Building	772,225	579,169	16%
Residential Building	1,031,131	762,141	21%
Landscaping & Open Space	648,372	479,232	13%
Impervious Structures (Parking Decks/Street)	3,013,173	1,386,398	49%
TOTAL Allocations	5,464,901	3,206,939	100%

Site Mixed-Use Allocations Summary by Site Acreage (Avg.)

Total Site Acreage: 57.37 Acres/2,499,057 Square Feet

	Average Footprint (Acres)	Average %
Commercial/Residential Footprint	24	42%
Landscaping & Open Space	13	23%
Impervious Structures Footprint (Parking Decks/Street)	20	35%
TOTAL Allocations	57.37 Acres	100%

Minimum and Maximum Allocations Represented in this Document are included for project use flexibility but are not used to be dictated as absolute amounts.

Legal Description

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF MURRAY-HOLLADAY ROAD, SAID POINT BEING SOUTH 00°03'51" EAST ALONG THE SECTION LINE 658.03 FEET TO THE CENTER LINE OF SAID MURRAY-HOLLADAY ROAD AND NORTH 89°47'36" WEST ALONG SAID CENTER LINE 632.67 FEET AND SOUTH 54°39'59" EAST 83.42 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING (2) COURSES: (1) NORTH 54°39'59" WEST 26.07 FEET, (2) SOUTH 89°47'36" EAST 127.55 FEET TO THE WESTERLY LINE OF THE UTAH POWER AND LIGHT PARCEL; THENCE ALONG SAID UTAH POWER AND LIGHT PARCEL THE FOLLOWING (4) COURSES: (1) SOUTH 21°59'01" WEST 42.15 FEET, (2) SOUTH 03°30'59" EAST 72.00 FEET, (3) SOUTH 06°38'59" EAST 127.12 FEET, (4) NORTH 78°59'01" EAST 179.90 FEET TO THE WESTERLY LINE OF THE SPRING FORTH INVESTMENTS PARCEL; THENCE ALONG SAID SPRING FORTH INVESTMENTS PARCEL THE FOLLOWING (2) COURSES: (1) SOUTH 02°59'59" EAST 8.99 FEET, (2) NORTH 78°59'01" EAST 167.85 FEET, MORE OR LESS, TO THE WESTERLY LINE OF MEMORY LANE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING (2) COURSES: (1) SOUTH 00°00'59" EAST 38.90 FEET, (2) SOUTH 44°45'59" EAST 929.25 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF ARBOR LANE, AS PER DEDICATION PLAT RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK N OF PLATS ON PAGE 1; THENCE ALONG SOUTHWESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING (10) COURSES: (1) SOUTH 46°48'01" WEST 200.20 FEET TO A POINT OF CURVATURE, (2) SOUTHWESTERLY ALONG THE ARC OF A 127.34 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 81°03'00" A DISTANCE OF 180.13 FEET (CHORD BEARS SOUTH 06°16'31" WEST 165.49 FEET), (3) SOUTH 34°14'59" EAST 64.50 FEET TO A POINT OF CURVATURE, (4) SOUTHEASTERLY ALONG THE ARC OF A 1121.28 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°38'00" A DISTANCE OF 364.65 FEET (CHORD BEARS SOUTH 24°55'59" EAST 363.05 FEET) TO A POINT OF COMPOUND CURVATURE, (5) SOUTHWESTERLY ALONG THE ARC OF 225.79 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°37'00" A DISTANCE OF 195.53 FEET (CHORD BEARS SOUTH 09°11'31" WEST 189.48 FEET) TO A POINT OF COMPOUND CURVATURE, (6) SOUTHWESTERLY ALONG THE ARC OF A 821.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°35'00" A DISTANCE OF 280.61 FEET (CHORD BEARS SOUTH 43°47'31" WEST 279.25 FEET), (7) SOUTH 36°24'59" EAST 8.50 FEET TO A POINT ON THE ARC OF A 214.51 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 36°24'59" WEST), (8) SOUTHWESTERLY ALONG THE ARC OF SAID 214.51 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 41°24'00" A DISTANCE OF 155.00 FEET (CHORD BEARS SOUTH 74°17'01" WEST 151.65 FEET), (9) NORTH 85°00'59" WEST 351.80 FEET, (10) SOUTH 00°36'39" EAST 40.93 FEET TO A POINT ON THE WESTERLY LINE OF HIGHLAND DRIVE; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING (8) COURSES: (1) NORTH 56°10'59" WEST 151.55 FEET, (2) NORTH 39°48'39" WEST 1124.58 FEET TO A POINT OF SPIRAL CURVATURE, (3) NORTHWESTERLY ALONG THE ARC OF SAID SPIRAL CURVE, SAID CURVE BEING CONCENTRIC WITH AND 50.00 FEET RADIALLY DISTANT EASTERLY FROM A 200.00 FOOT TEN-CHORD SPIRAL FOR A 4° CURVE TO THE RIGHT, 196.50 FEET, MORE OR LESS, TO A POINT OF CURVATURE OF A 1381.83 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 54°11'10" EAST), (4) NORTHWESTERLY ALONG THE ARC OF SAID 1381.83 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 30°02'13" A DISTANCE OF 724.42 FEET (CHORD BEARS NORTH 20°47'43" WEST 716.15 FEET), MORE OR LESS, TO A POINT OF SPIRAL CURVATURE, (5) NORTHWESTERLY ALONG THE ARC OF SAID SPIRAL CURVE, SAID CURVE BEING CONCENTRIC WITH AND 50.00 FEET RADIALLY DISTANT EASTERLY FROM A 200.00 FOOT TEN-CHORD SPIRAL FOR A 4° CURVE TO THE RIGHT, 196.50 FEET, MORE OR LESS, TO A POINT OF TANGENCY, (6) NORTH 01°43'40" WEST 3.89 FEET, (7) SOUTH 88°12'51" WEST 10.00 FEET, (8) NORTH 01°43'40" WEST 43.18 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID MURRAY-HOLLADAY ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING (3) COURSES: (1) SOUTH 89°47'36" EAST 144.66 FEET, (2) SOUTH 00°11'01" WEST 15.00 FEET, (3) SOUTH 89°47'36" EAST 682.56 FEET TO THE POINT OF BEGINNING.

***Council Member Orton moved to adopt Resolution 07-51 and the site plan as presented with the date of December 11, 2007 with the inclusion of page 26 dated December 12, 2007 with the following addition: It is intended that height be the maximum as stated therein with the requirement that if additional height is requested by the developer that they must first appear before the Planning Commission and City Council for proper approvals. Council Member Peterson seconded the motion. Motion was unanimously approved by The City Council.

Owner/Developer Primary Contact

Kathy Olson
General Growth Properties, Inc.
35 Century Park Way
Salt Lake City, Utah 84115
(801) 486-3911

Project Description and Vision Statement

COTTONWOOD

PROJECT DESCRIPTION

HOLLADAY, UTAH

Situated on the eastern edge of the Salt Lake Valley, the Cottonwood site is largely defined by its proximity to two mountain ranges. The presence of Mt. Olympus and the Twin Peaks promontory to the east provides a constant reminder of the site's views and location.

Long before the Salt Lake City metropolitan area sprawled into Holladay, early settlement groups appreciated the Cottonwood area for its natural beauty. Solitary aesthetes communed with the nature through art; community groups gathered to share enjoyment of the setting; travelers stopped for respite and meals along the banks of the creek.

In the early twentieth century, Cottonwood's first buildings represented an investment in the area's long term engagement. Both household and community buildings displayed an appreciation of the climate, with porches and galleries extending living space into the outdoors. A large local farm even boasted a formal landscape of tree allies, implying that the settlement was designed for the enjoyment of future generations.

These inaugural settlers' responses to location, climate and geography remain valid today. The comfort and beauty of outdoor living still define the Cottonwood site, and will continue to play an important role in its planning and architecture. Likewise, historic models of building and infrastructure responding to the landscape can be found throughout the Salt Lake Valley.

The plan for the new Cottonwood looks to its history and geography to bring a new generation of residents and visitors to the site. A grid of streets and pedestrian blocks will replace the monolithic structure of the site's mall and its continuous pavement of parking lots, ultimately accommodating a mix of uses and housing types. The new Cottonwood will be a pedestrian-friendly, walk-able neighborhood which prioritizes the public civic realm. The majority of the site will be accessible to residents and visitors within a five minute walk from town center to town edge, enabling residents to easily access their daily needs on foot.

The heart of the Cottonwood community is the main street, which follows views of the peaks promontory as aligned from the entries off Highland Drive. All of Cottonwood's streets connect back to the main street, either as part of the vehicular network or through pedestrian passages that navigate the change in level with stairs and elevators. This vertical transition takes place and is marked by the campanile, a tower located as vista rumination not only for the main street but also for Highland Drive as it approaches Cottonwood from the South.

The Cottonwood center primarily features mixed-use buildings and live/work units, to provide the community with commercial vitality. The main street is bordered by continuous retail frontage with residential and office floors above extending from Macy's to the far side of the square. The community's western blocks are comprised of five-story mixed-use buildings facing the main street, with four stories of live-work and townhouses lining a three/four-level parking garage at the block interim. Additionally, three/four-story residential buildings face a paved river-walk and the creek.

The Macy's store serves as both a historical and contemporary functional anchor for the plan. A plaza in front of Macy's forms the north entry of the main street, with its axis aligned with the mountain peaks. The street's vista terminates on the square's campanile, bending to provide a view of the Twin Peak promontory.

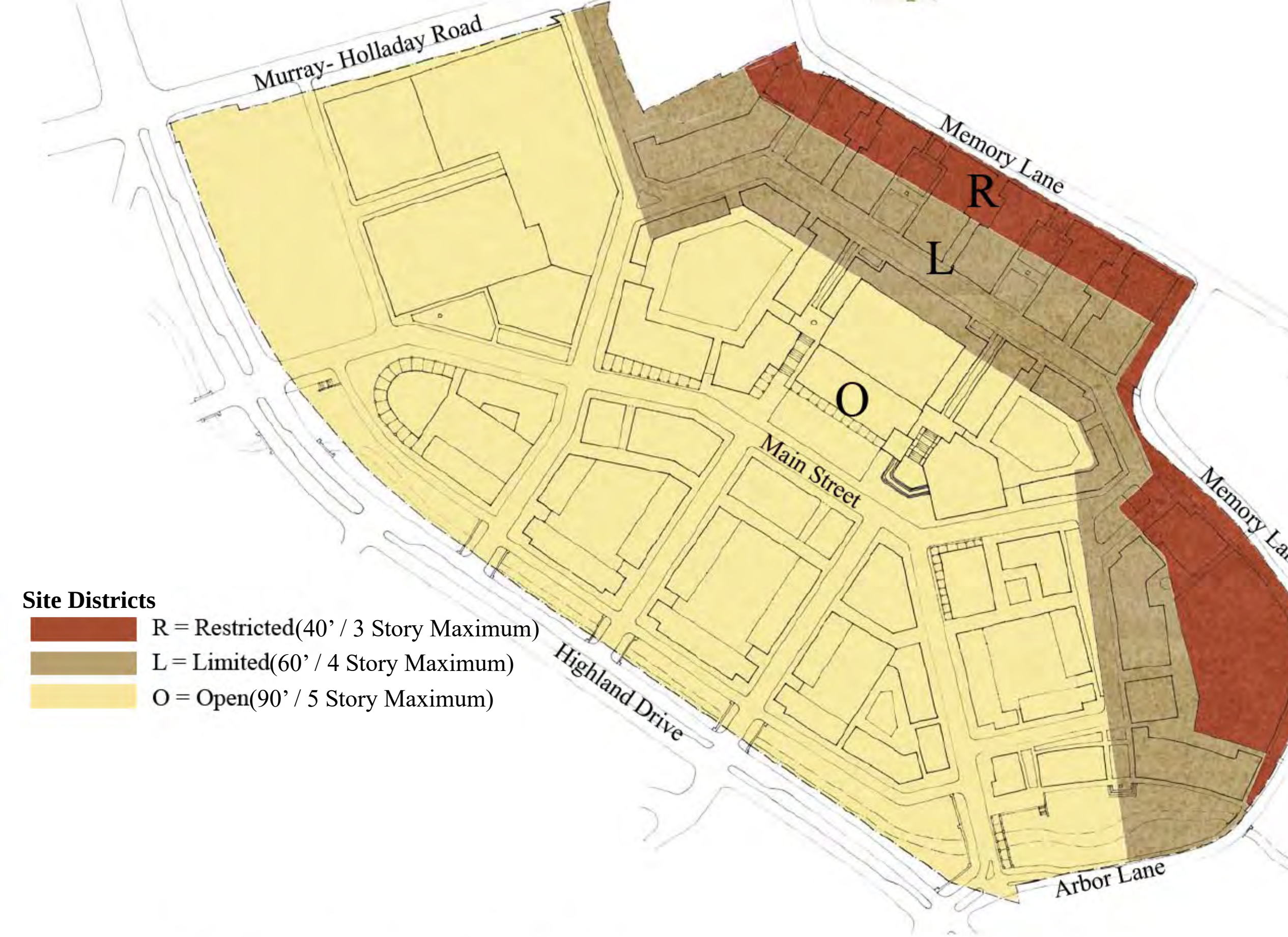
The square will serve as a focal point and gathering place for the community, and is formed by this five-story mixed-use buildup. To the east is the cinema building, with restaurants on the ground floor, and two pedestrian passages connect the square to the townhouse mews to the east.

Opportunities to enjoy the site's landscape also exist throughout Cottonwood. The south entry of the main street crosses the creek and the park with a bridge that provides a picturesque pedestrian crossing. A restaurant is sited to view the creek, the park and the bridge. The creek is banked and landscaped to provide flood control and a continuous green space for Cottonwood. Additionally, the south entry of the main street creek park expands to allow the creek to be released from the paved channel of its mall days, providing a landscaped park to serve both Cottonwood and the adjacent neighborhood.

Cottonwood's traffic network neatly connects with the streets around it, and with the major streets framing the development. The main street connects to Highland Drive to the west through the creation of two short blocks aligned with the existing mall entries. To the south, the entrance to Cottonwood aligns with Highland Drive's southern approach.

East of the main street and the square, residential blocks of townhouses and cottages provide a transition to the surrounding residential neighborhoods. Along Memory Lane, several pedestrian-only entries facilitate neighborhood mobility. The entry to neighborhood is reformed to allow entry from Highland Drive while precluding traffic exiting from the main street.

Permitted Land Uses by District and Building Functions



This table sets forth Land Use categories to delegate specific Functions and uses within established Districts

	RESTRICTED	LIMITED	OPEN
RESIDENTIAL			
Attached Housing		■	■
Detached housing	■	■	■
Ancillary Units (only permitted on lots greater than 0.20 acres	■		
LODGING			
Hotel (no room limit)			■
Inn (up to 12 rooms)			■
Bed and Breakfast (up to 5 rooms)		■	■
School Dormitory			■
COMMERCIAL			
Office		■	■
Live-Work Unit		■	■
Open-Market Building			■
Retail Building			■
Department Store Building			■
Display Gallery			■
Push Cart (mobile)			■
Restaurant			■
Kiosk (fixed)			■
Liquor Selling Establishment			*****
CIVIC			
Bus Shelter	■	■	■
Assembly Spaces			■
Fountain or Public Art	■	■	■
Library		■	■
Live Theater			■
Movie Theater			■
Museum			■
Outdoor Auditorium			■
Parking Structure			■
Playground	■	■	■
Surface Parking Lot		■	■
Religious Assembly			■
CIVIL SUPPORT			
Police Station			■
Funeral Home			■
Hospital			■
Medical Clinic			■
Postal Office			■
EDUCATION			
College			■
Trade School			■
Elementary School			■
Childcare Center			■

■ Permitted by Right

***** Permitted subject to compliance with applicable State of Utah regulation

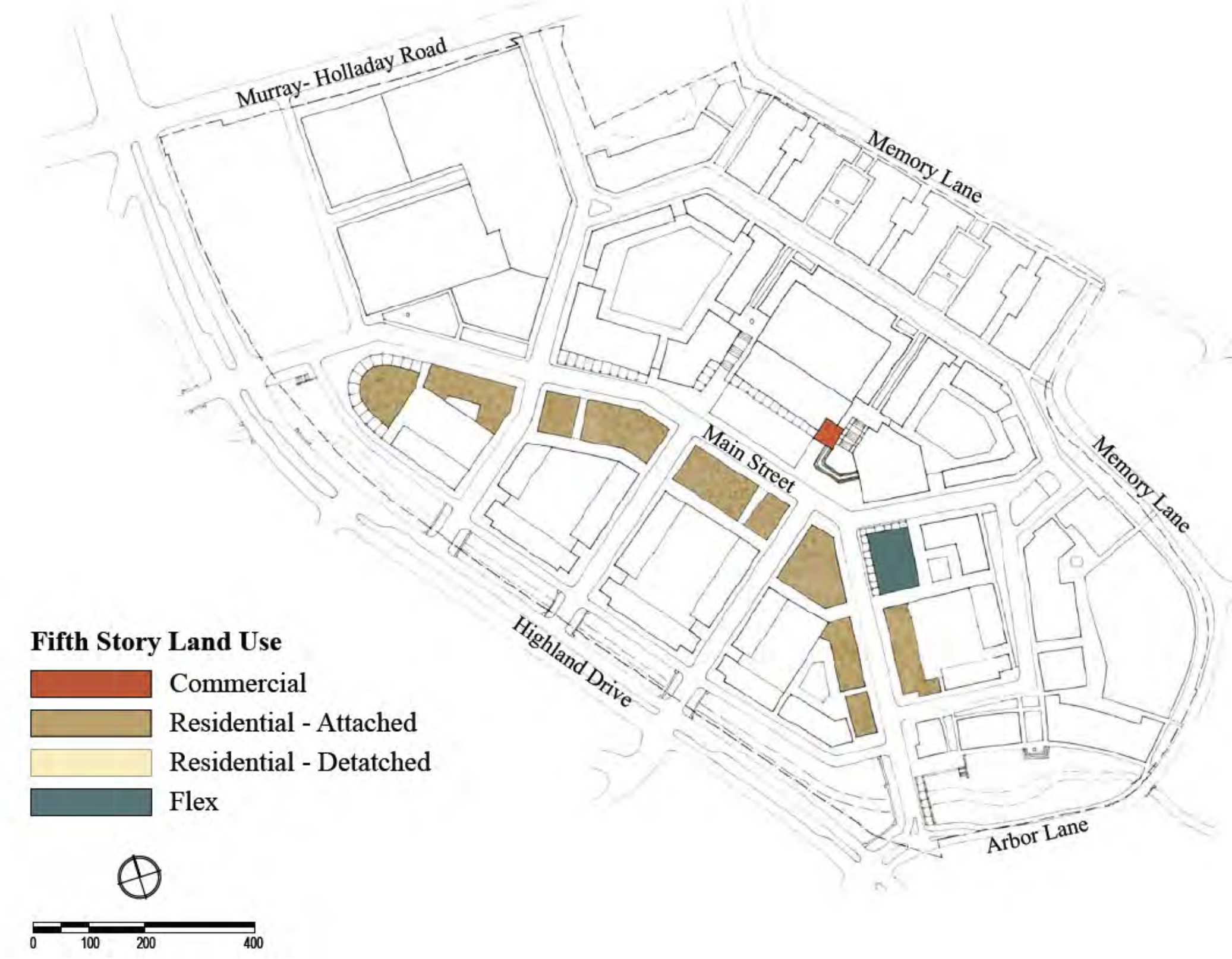
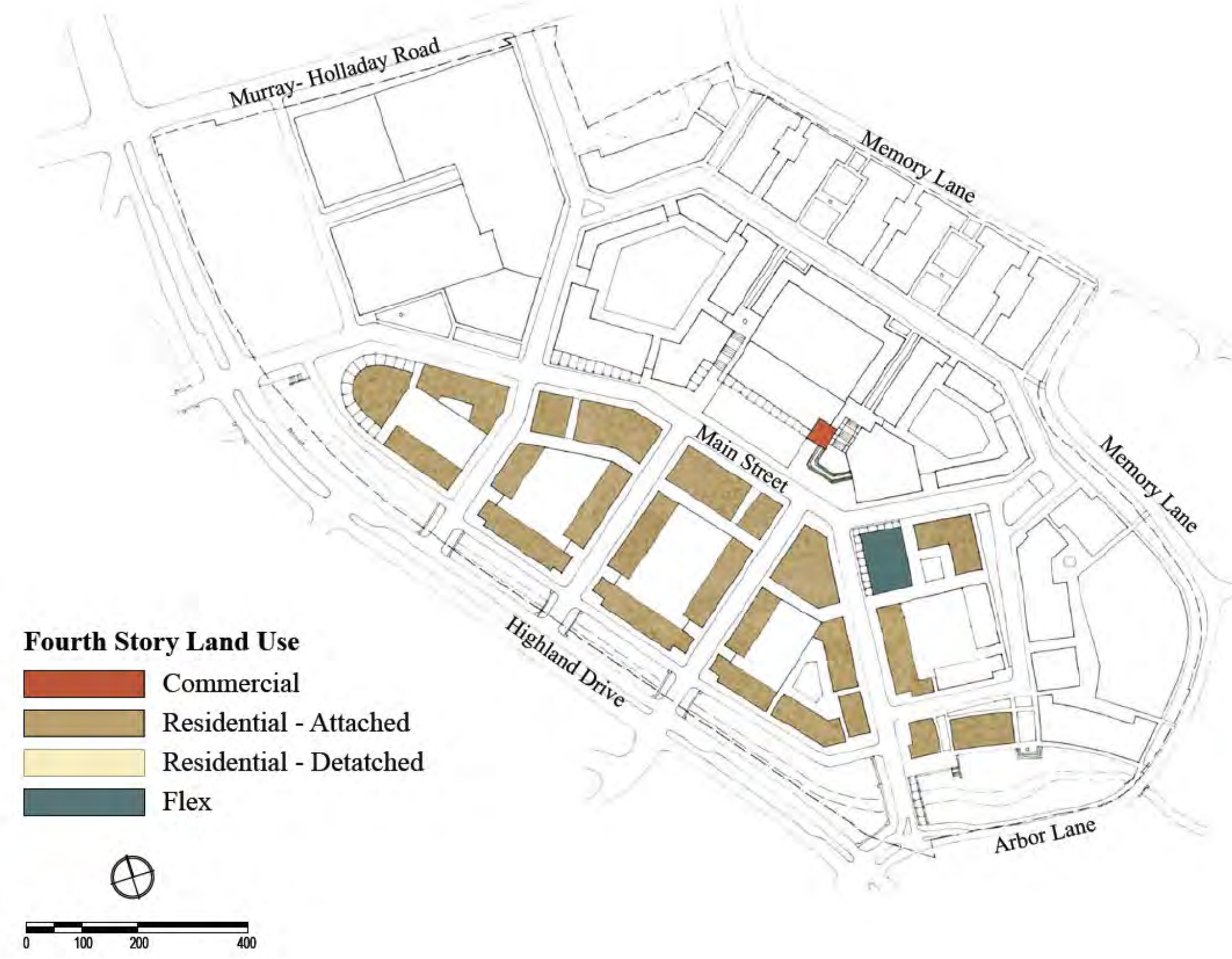
Note: Live/Work Units are not regulated as home occupational units.

DISTRICT	Open	Limited	Restricted	TOTAL
Area (SF)	1,797,013.00	445,023.87	257,020.98	2,499,057.85
Acres	41.25	10.22	5.90	57.37
Maximum Density (DU/A)	12	9	5	10.70

BUILDING FUNCTIONS

	RESTRICTED	LIMITED	OPEN
RESIDENTIAL	Restricted Residential: The number of dwellings on each Lot is restricted to one within a principal building and one within an Accessory Building, with 2.0 parking places for each. Both dwellings shall be under single ownership. The habitable area of the accessory dwelling shall not exceed 1,000 square feet. Accessory buildings are only permitted on lots greater than 0.20 acres.	Limited Residential: The number of dwellings on each Lot is limited by the requirement of 2.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards.	Open Residential: The number of dwellings on each Lot is limited by the requirement of 1.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards.
LODGING		Limited Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to twelve, in addition to the parking requirement for dwelling. The lodging must be owner occupied. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	Open Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking places for each bedroom. Food service may be provided at all times.
OFFICE		Limited Office: The building area available for office use on each Lot is limited to the first Story of the principal building and/or to the Accessory building, and by the requirement of 3.0 assigned parking places per 1000 square feet of net office space in addition to the parking requirement for each dwelling.	Open Office: The building area available for Office use on each Lot is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net office space.
RETAIL			Open Retail: The building area available for Retail use is limited by the requirement of 3.0 assigned parking places per 1000 square feet of net Retail space.

Land Use Regulating Plan - Uses by Story



Site Parking Plan

Parking Design Standards

A.Size: Required parking stalls shall be rectangular with a minimum width of nine feet (9') and a minimum length of eighteen feet (18'), in accordance with table 1 of this section. If the stall is perpendicular to a curb, the length shall be measured from the curb face. Each parking stall shall have independent access from a driving aisle. A parking stall may contain less than eighteen feet (18') of pavement in length if all of the following conditions are met:

1. The stall has a standard six inch (6") curb face that will allow vehicles to extend over a landscaped area of no less than six feet (6') in width;
2. Each stall contains no less than sixteen feet (16') of pavement in length measured from curb face;
3. No pedestrian pathway or landscaping that prevents a standard vehicle from overhanging the curb is within two feet (2') of any curb face; and
4. All other requirements of this code are met.

B.Location: Required parking stalls shall not be located in delivery areas, service driveways, driving aisles, drive-in stacking lanes, shopping cart storage areas, or areas in front of overhead service doors. Designated loading space shall not encroach into any fire lane or pedestrian pathway.

C.Separation From Rights Of Way: Except as provided above, wheel or bumper guards shall be placed in parking stalls where necessary to prevent any part of a standard sized vehicle from extending beyond a parking stall boundary line, intruding on a pedestrian way, or contacting any wall, fence, or planting. A physical separation or barrier, such as vertical curbs, may be required in order to separate parking stalls from access to a second travel lane.

D.Layout: All off street parking stalls shall be designed in accordance with the dimensions and specifications set forth in table 1 and table 2 of this section.

E.Accessibility Requirements: All parking facilities shall comply with accessibility requirements of the city's then current building code. The number of accessible spaces required by the city's building code as of the enactment of this section is shown in table 3 of this section.

F.Markings: All required parking stalls shall be marked and maintained to be permanently visible.

G.Surface: Required parking stalls, loading spaces, maneuvering areas, and driving aisles shall be paved with asphalt, concrete, paving stone or masonry to a sufficient thickness to withstand repeated vehicular traffic, and shall be constructed according to the city's street standards and specifications.

H.Tables: **

TABLE 1

A (Angle)	B (Width Of Stalls)	C (Length Of Stalls)	D (Width Of Aisle)
0°	10'	22'	20' (12")
30°	9'	18'	20' (15")
45°	9'	18'	20' (15")
60°	9'	18'	24"
90°	9'	18'	24"

* One-way traffic only.



TABLE 3

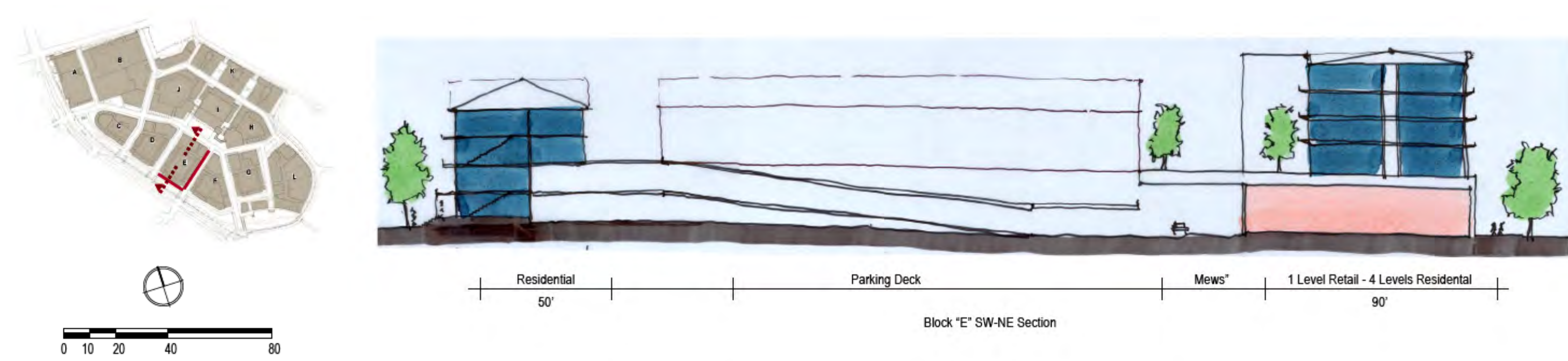
Total Parking Stalls Provided On Property	Required Minimum Number Of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 600	9
601 to 1,000	2 percent of total
1,001 and over	20 plus 1/100 stalls over 1,000

I.Parking Structures:

1. May cover all buildable area of a block.
2. Shall generally be concealed by liner buildings. Liner buildings shall be built up to the frontage lines and have a minimum depth of 20 feet.
3. The façade of a parking garage that is not concealed behind habitable space shall be screened to conceal all internal elements such as plumbing pipes, ducts and lighting. ramping shall be internalized and spandrels shall not be exposed.
4. Parking structure vehicular access at frontage lines shall be a maximum of 42 feet wide and shall be setback 20 feet from the frontage line.
5. Parking structures shall provide at least one pedestrian entrance directly onto the sidewalk in addition to any internal connections to the building served.

** Site may consist of both parallel and angled parking.

Conceptual Parking Deck Cross Section Sample



Life Safety /Fire Protection Requirements

Roads- Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility or any portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility. The building is equipped throughout with an approved automatic sprinkler system. Fire apparatus access roads shall have an unobstructed width of not less than 20-26 feet except for approved security gates or bollards. An unobstructed vertical clearance of not less than 13 feet 6 inches is required.

Fire apparatus access roads shall be designed to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities. A minimum 75,000 lb. road base/weight capacity is required.

Dead end fire apparatus roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

Bridges- Where a bridge or elevated surface is part of a fire apparatus access road, the bridge shall be constructed in accordance with AASHTO Standard Specifications for Highway Bridges. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus.

Water Supply- An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

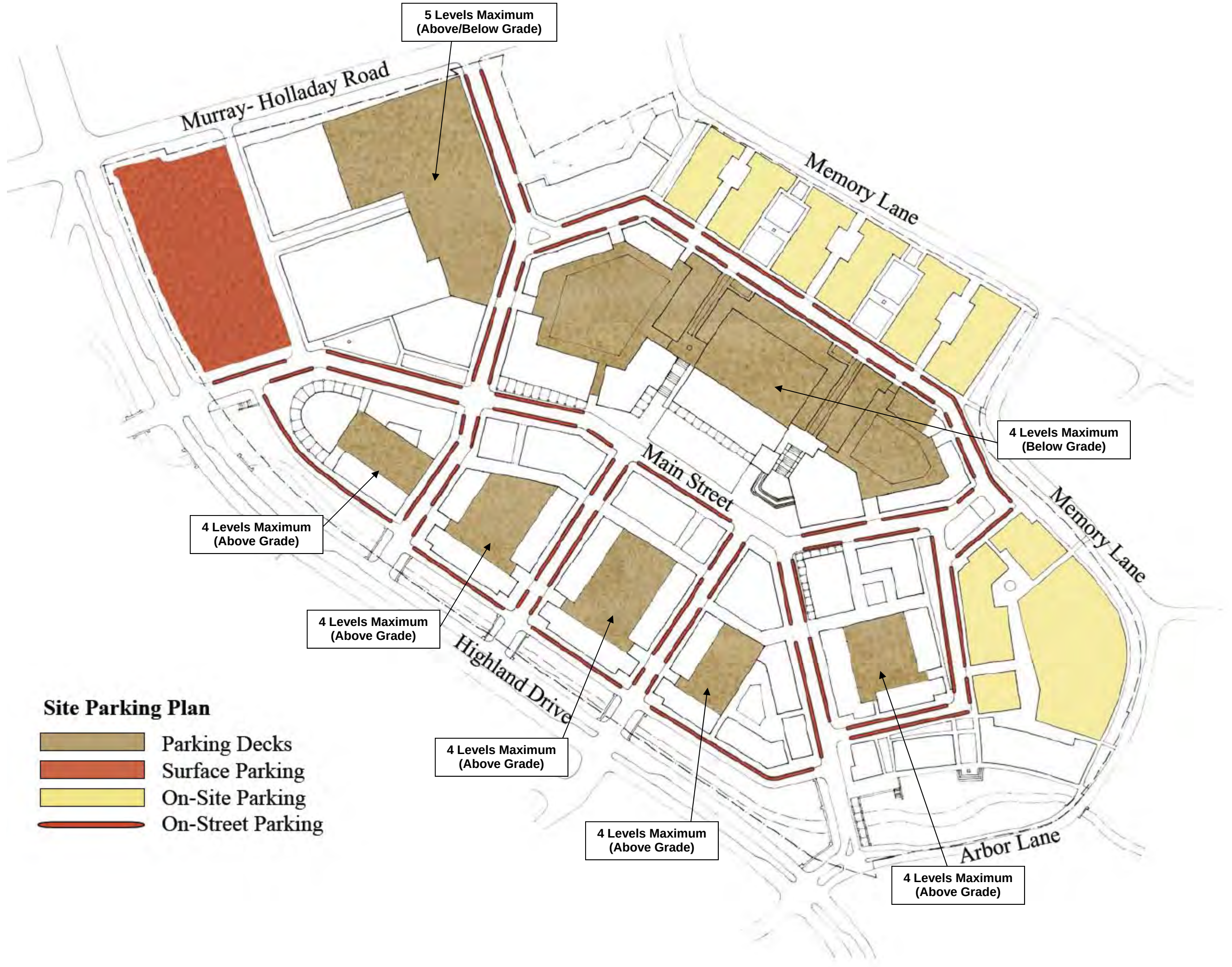
Fire hydrants shall comply with Section 508.5.1 through 508.5.6.

Minimum Parking Requirements**

The Required Parking table summarizes the minimum parking requirements for each site or, conversely, the amount of building allowed on each site given the parking available. These numbers are subject to adjustment based on the accepted Shared Parking Analysis.

	RESTRICTED	LIMITED	OPEN
RESIDENTIAL	2.0/dwelling	1.5 / dwelling	1.0 / dwelling
LODGING		1.0 / bedroom	1.0 / bedroom
OFFICE		2.0/ 1000 sq. ft.	2.0 / 1000 sq. ft.
RETAIL			3.0 / 1000 sq. ft.
ASSEMBLY			1 / 5 seats

****All Minimum Parking Requirements shall be required prior to each subdivision approval.**



Site Parking Plan

- Parking Decks
- Surface Parking
- On-Site Parking
- On-Street Parking

General Parking Guidelines*

Parking Stalls (Reference from Walker/Desman)

Site Parking Requirements Table

	Quantity	Ratio	Total Spaces	Max/Min
Retail	641,516	4.5/1000	2,887	Maximum
	481,137		2,165	Minimum
Office	130,709	3/1000	392	Maximum
	98,032		294	Minimum
Residential	614	1.86/DU	1,142	Maximum
	454		844	Minimum
Total			4,421	Maximum
			3,303	Minimum
Mixed Use Shared		20%	-	Maximum
Parking Reduction			661	Minimum
GRAND TOTAL			4,421	Maximum
			2,643	Minimum

***All Parking Ratios and Final Stall Counts subject to modification determined by Shared Parking Analysis and by overall Master Plan. General Parking Guidelines are calculated by ULI and ICSC Standards and Guidelines.**

Draft Date: 12/11/07



General Growth Properties, Inc.
110 North Wacker Drive
Chicago, IL 60606
(312) 960-5000

Cottonwood

Site Development Master Plan - Regional Mixed-Use Development
City of Holladay, County of Salt Lake, State of Utah

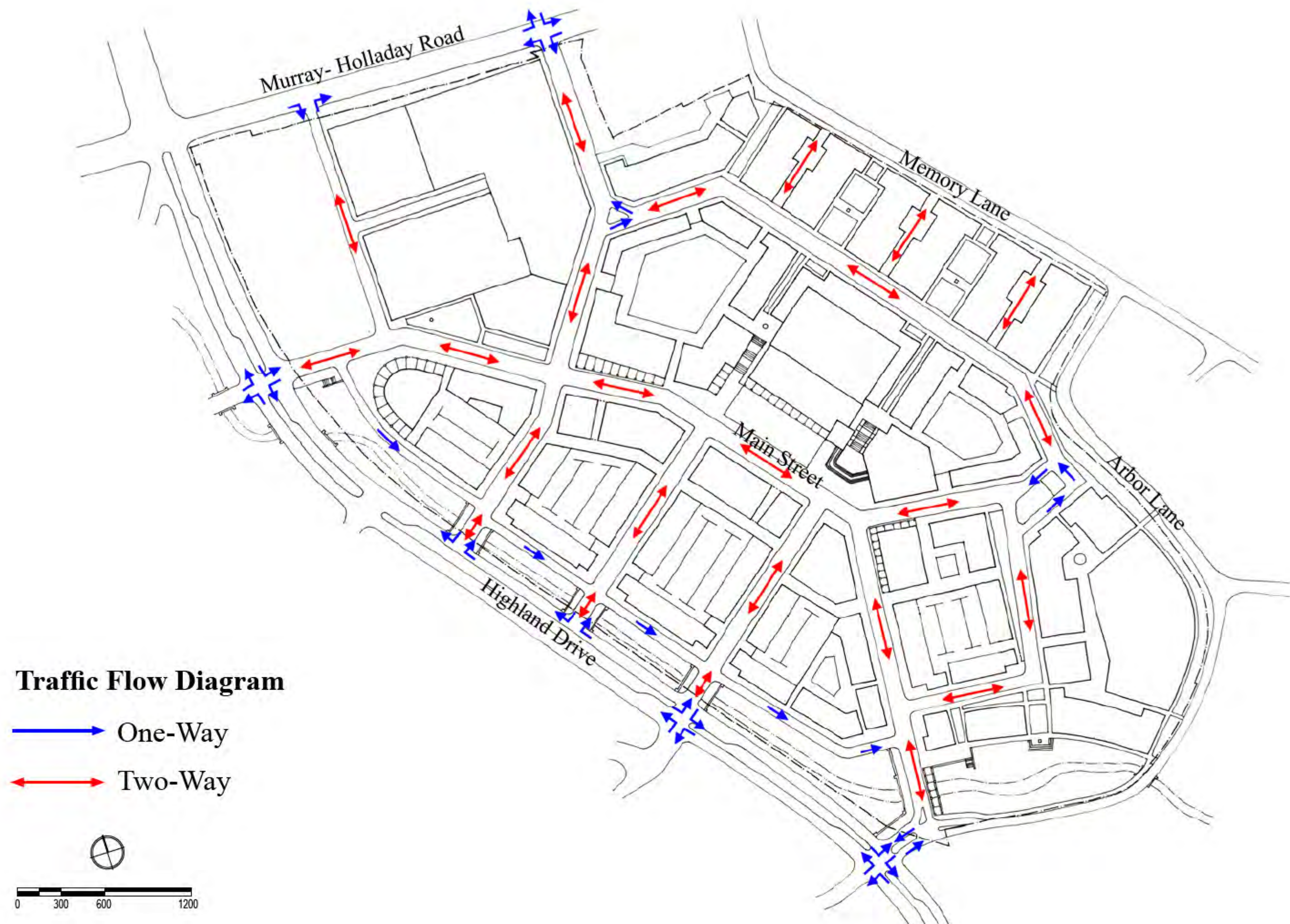
DUANY PLATER - ZYBERK & CO.
ARCHITECTS AND TOWN PLANNERS

TORTI GALLAS AND PARTNERS



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Transportation Thoroughfares



Traffic Control Plan During Construction

During Construction the following guidelines will be enforced in order to mitigate traffic impacts on neighborhood and surrounding community:

- Limited Construction Vehicle Access on Memory and Arbor Lanes
- Construction Access Points will ONLY be allowed on Highland Drive and Murray-Holladay Road
- Egress/Ingress for Site Construction Access to vehicles Prohibited on Arbor and Memory Lanes
- Signs will be placed on property limiting access for construction vehicles in neighborhood
- 24/7 Security Access will be provided to monitor Site Access

Traffic Control and Pedestrian Paths Plans

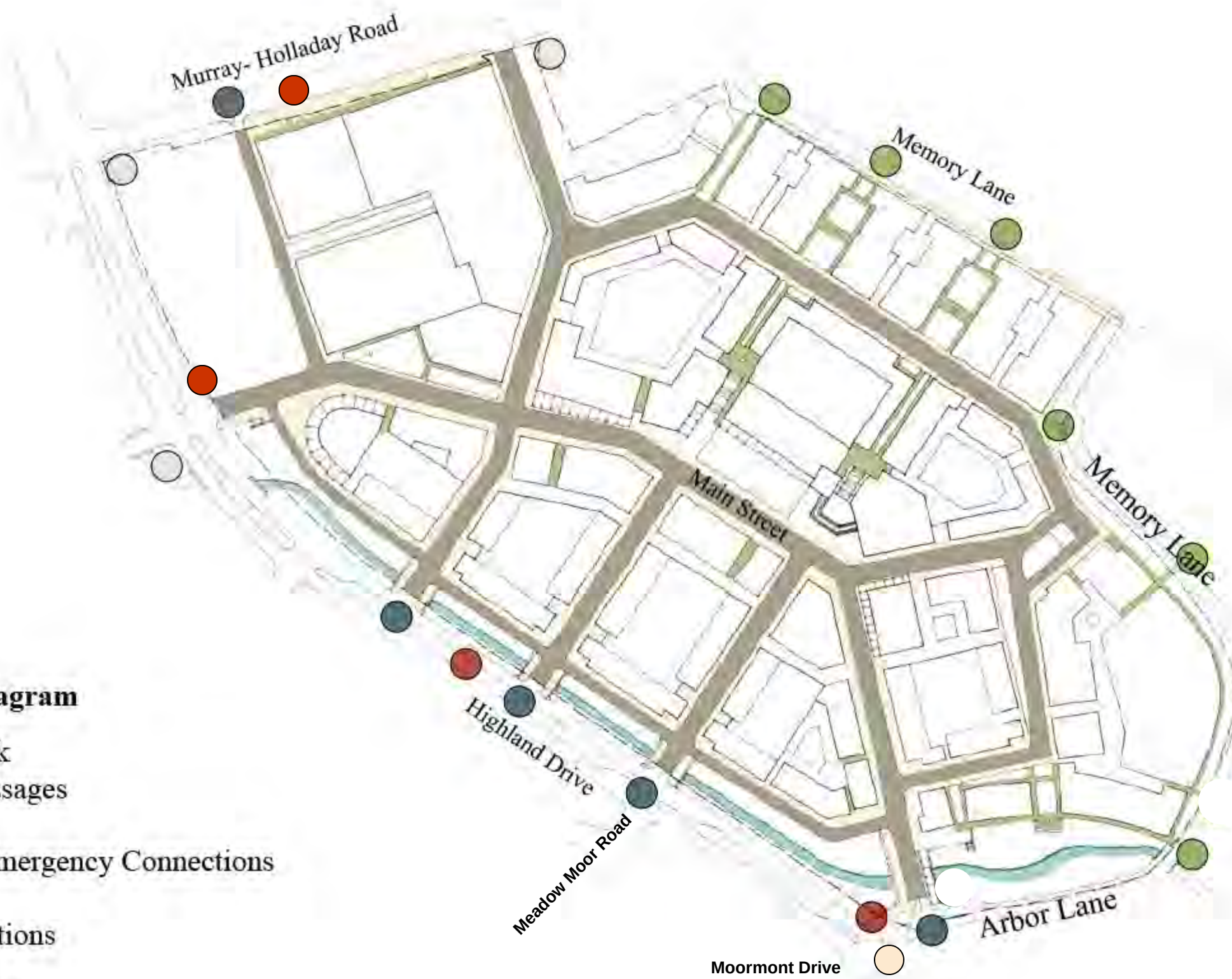
Existing Right of Way Diagram

- Street Network
- Pedestrian Passages
- Sidewalks
- Bus Stop
- Street Connections
- Traffic Signal



Proposed Right of Way Diagram

- Street Network
- Pedestrian Passages
- Sidewalks
- Pedestrian / Emergency Connections
- Bus Stop
- Street Connections
- Traffic Signal



Thoroughfare Types and Street Cross Sections

Thoroughfare Types

AL: Alley
ST: Street
CS: Commercial Street

Garage
CS-78-38
CS-68-38
ST-62-38
ST-50-36
ST-35-20
AL-24-24

Street Width

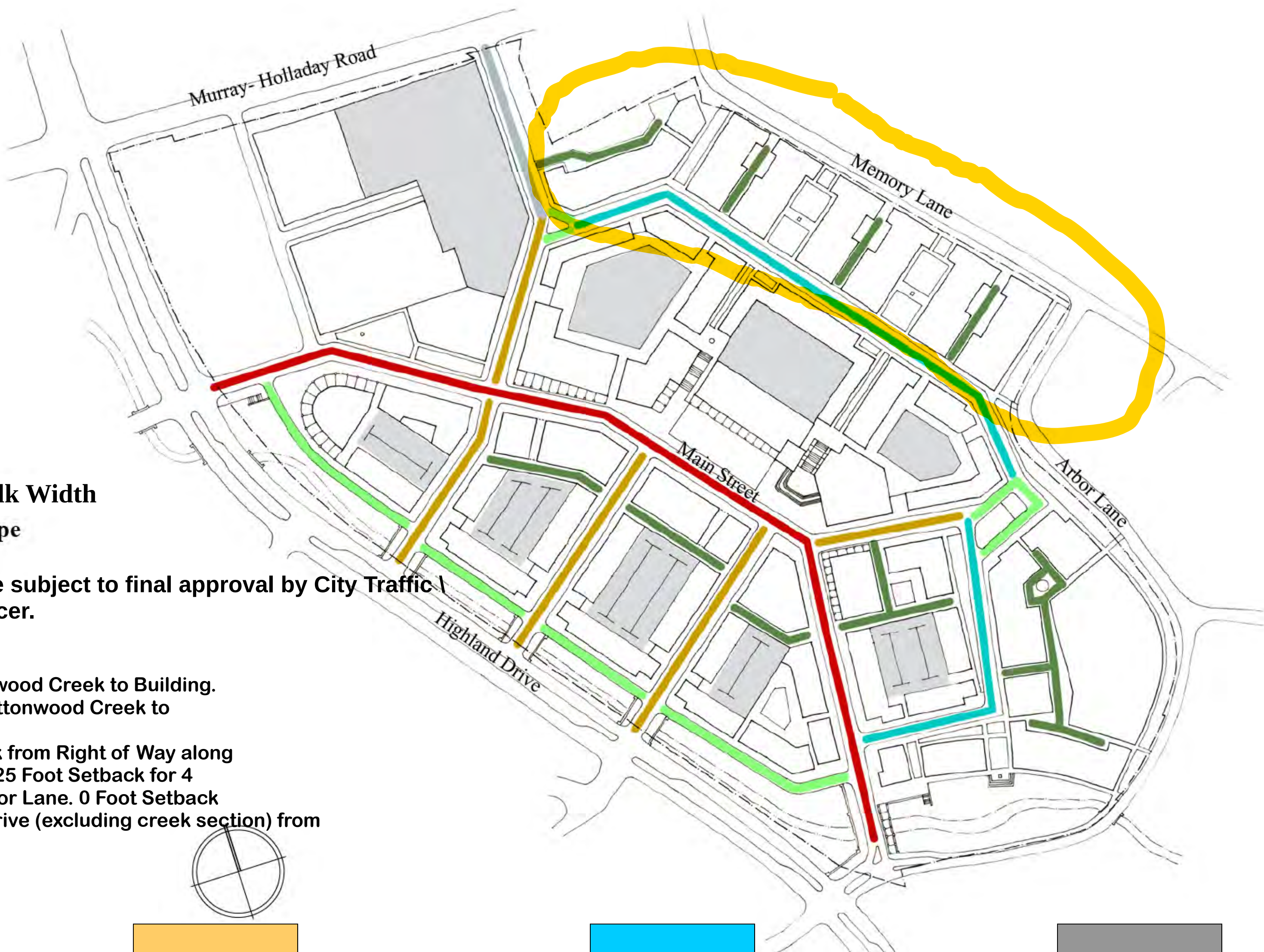
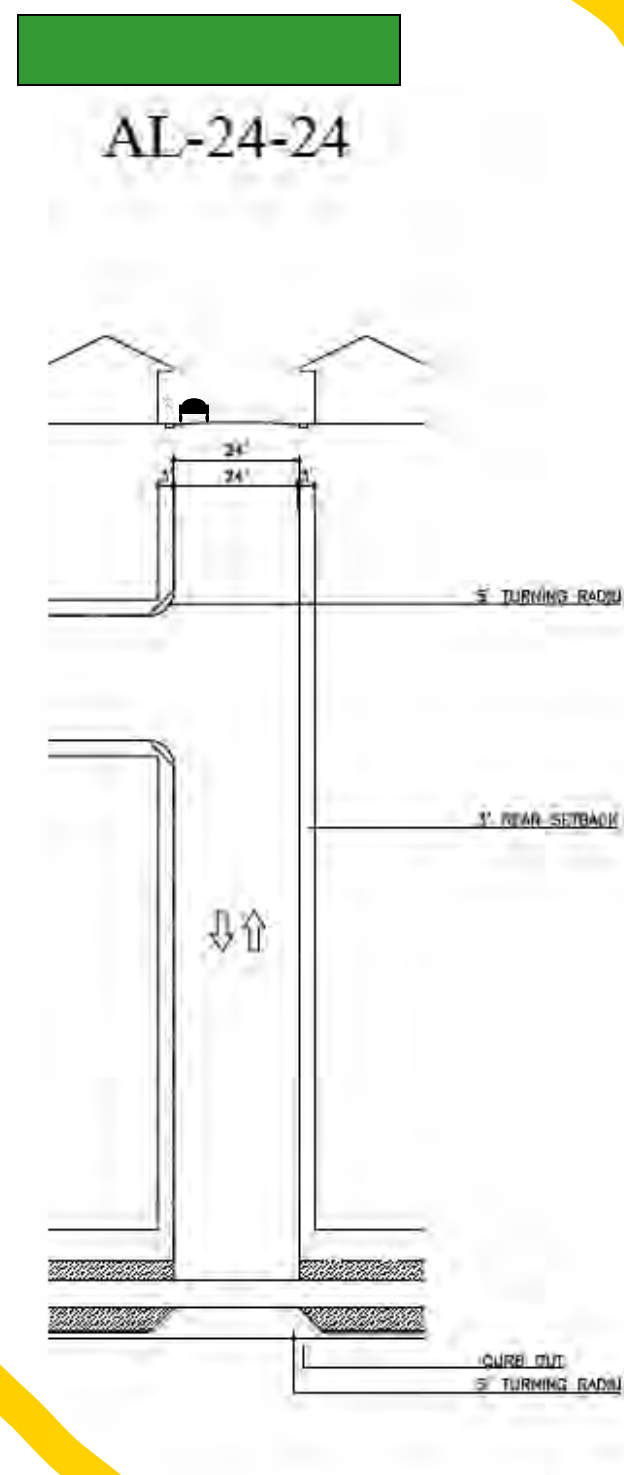
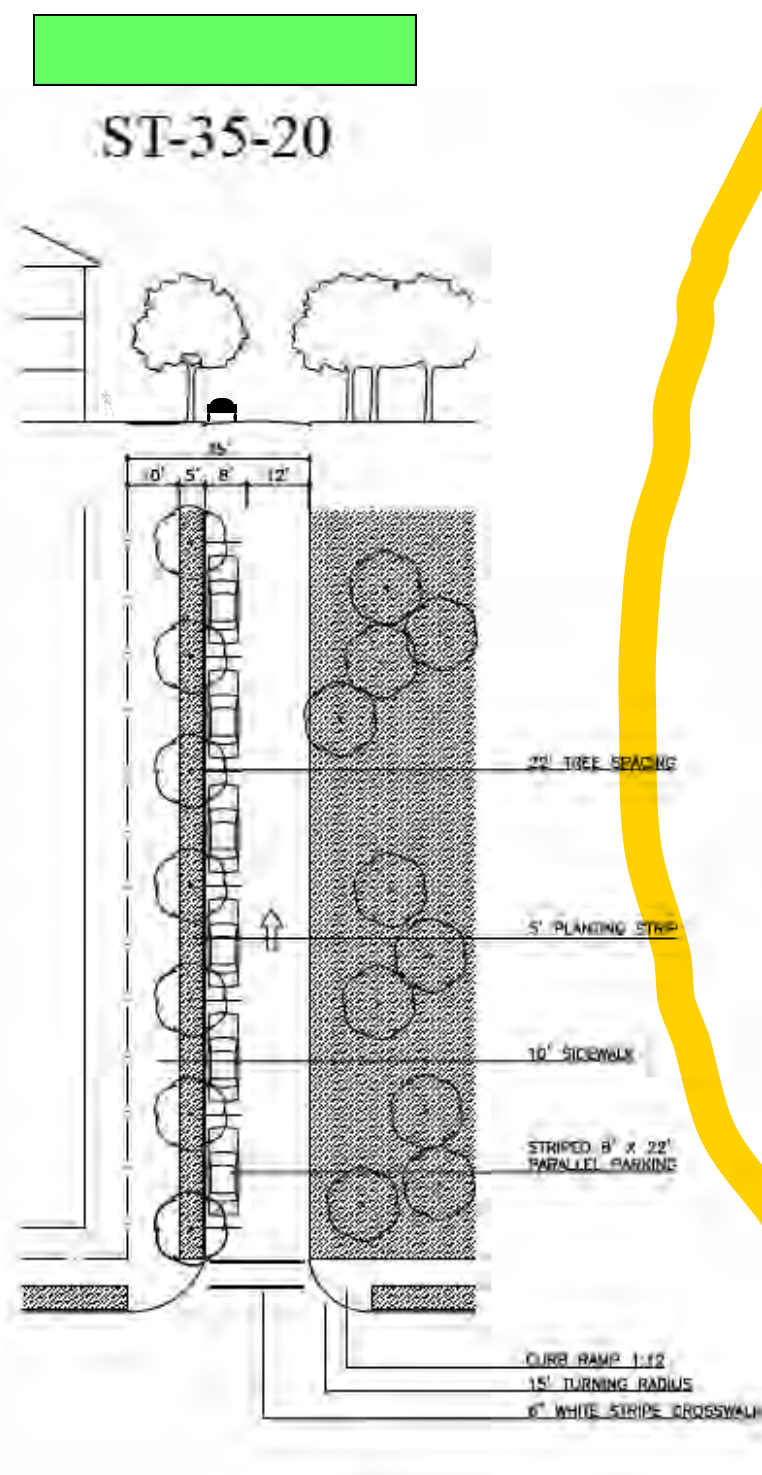
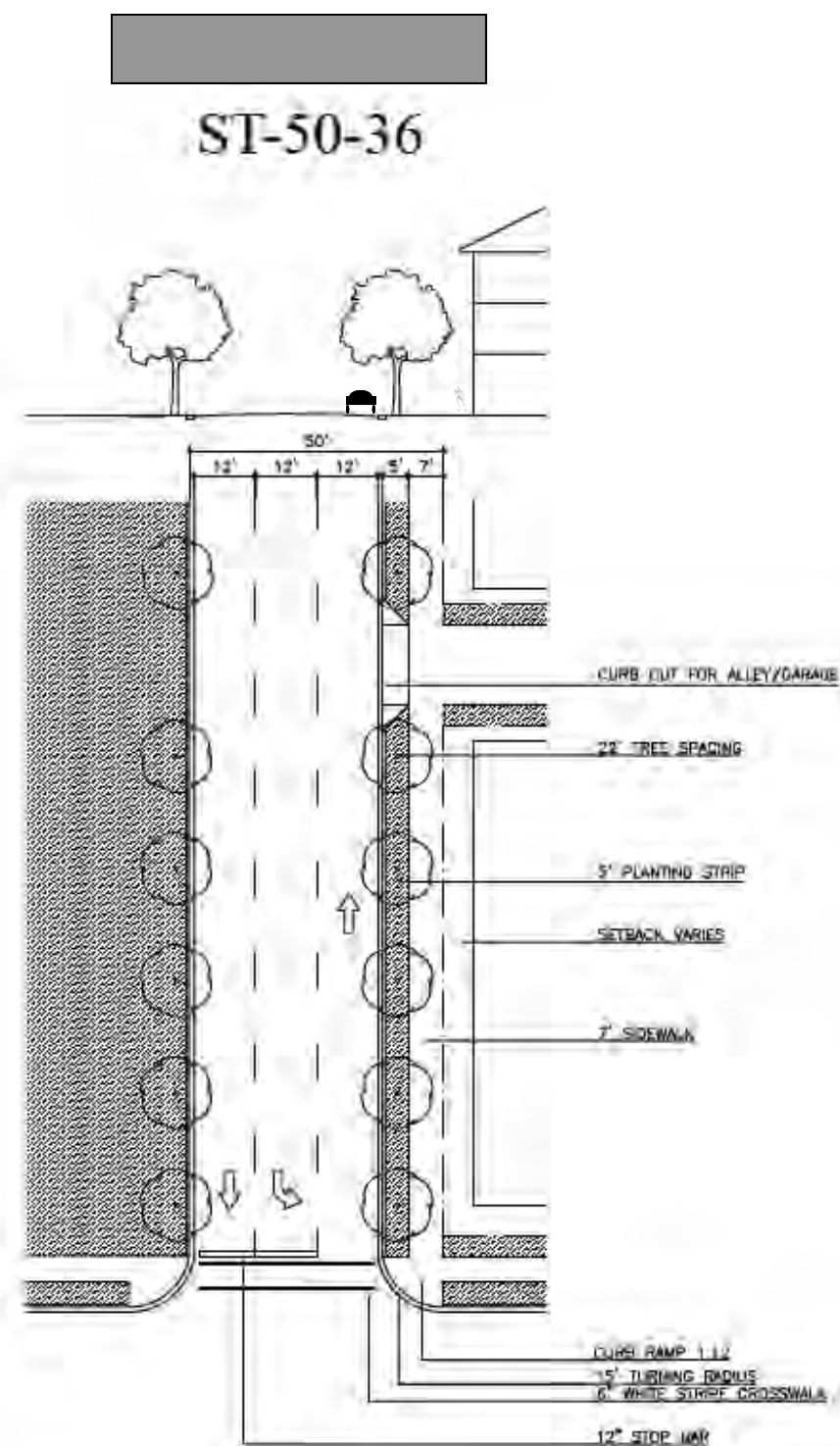
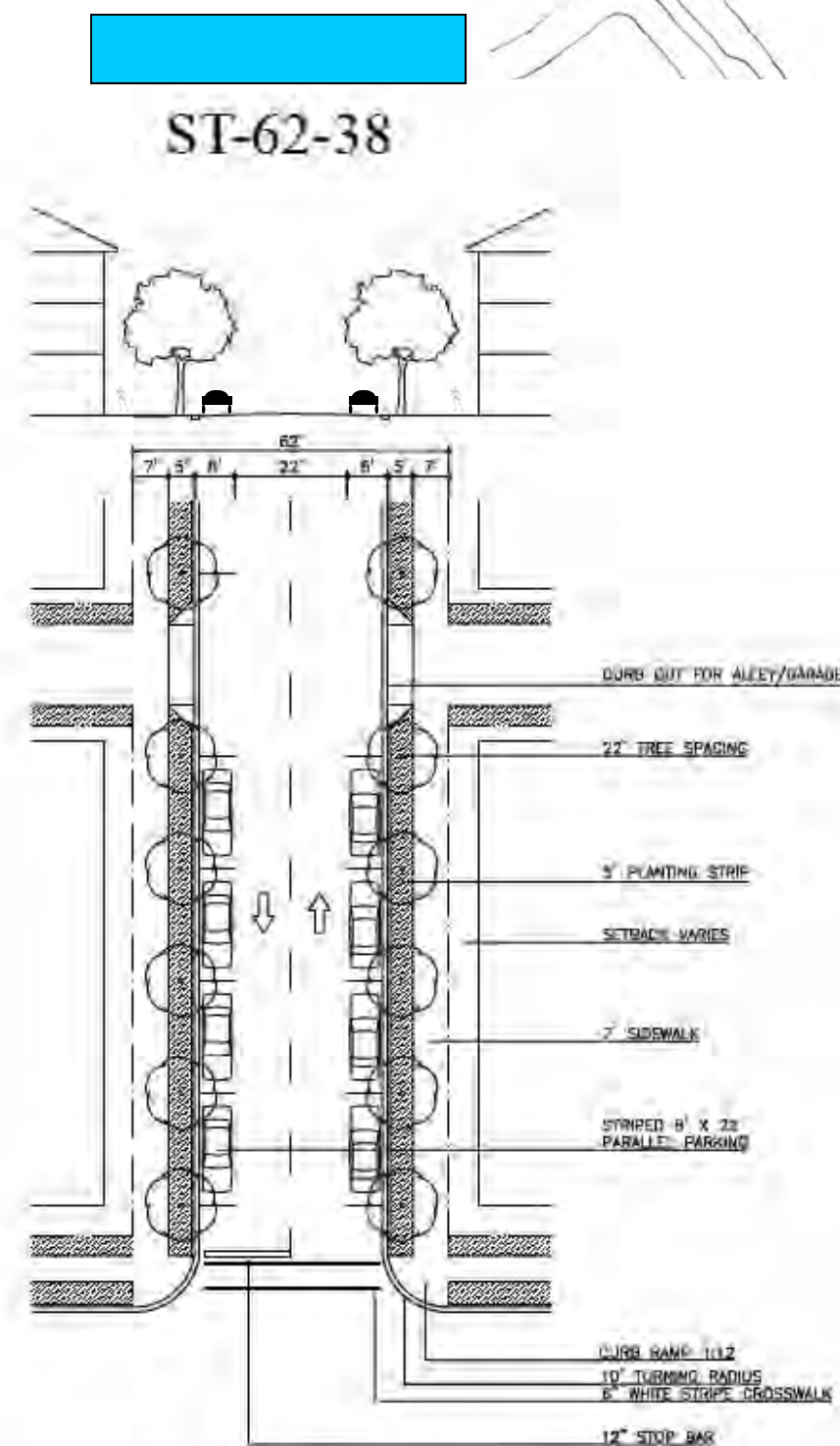
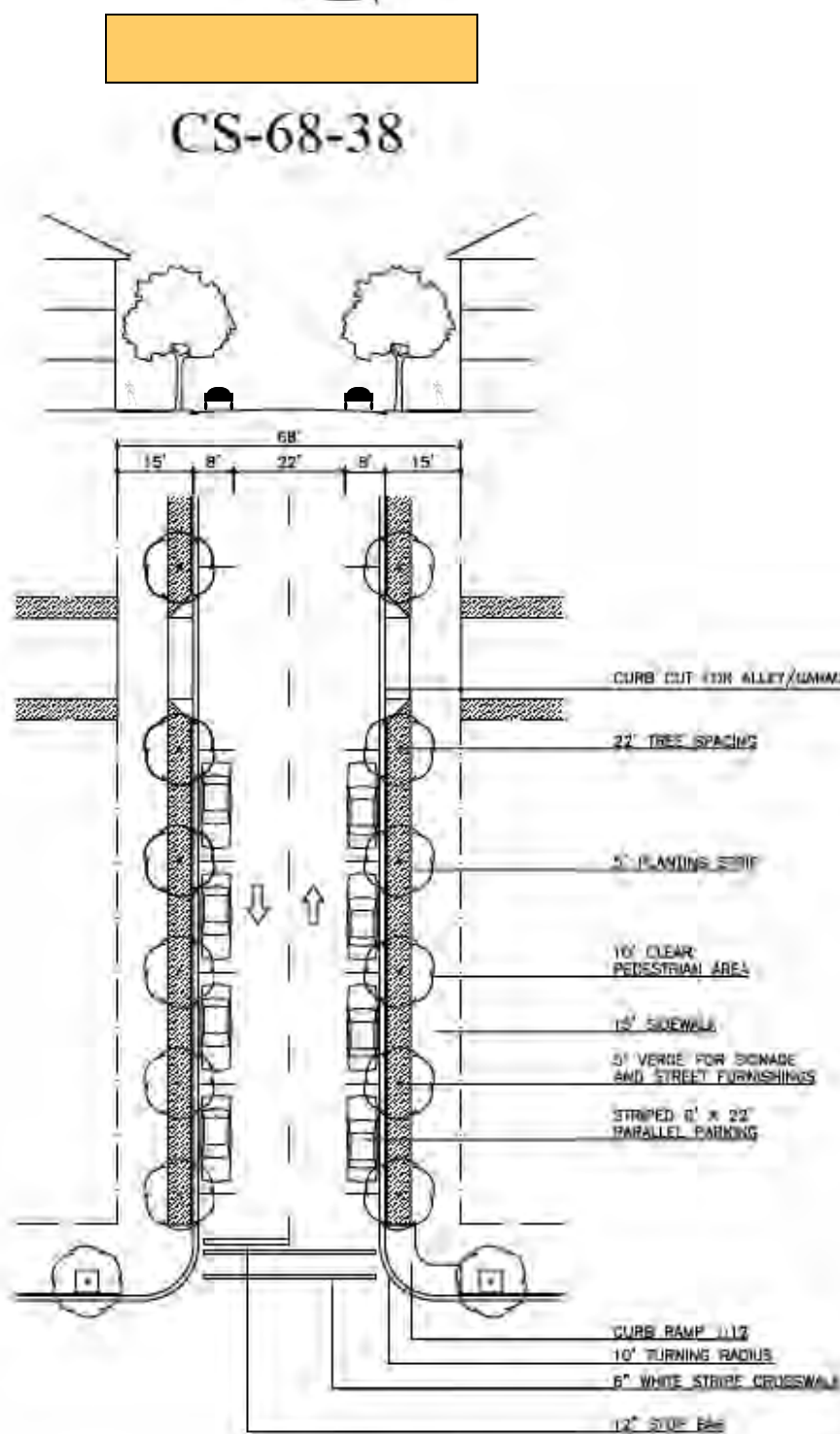
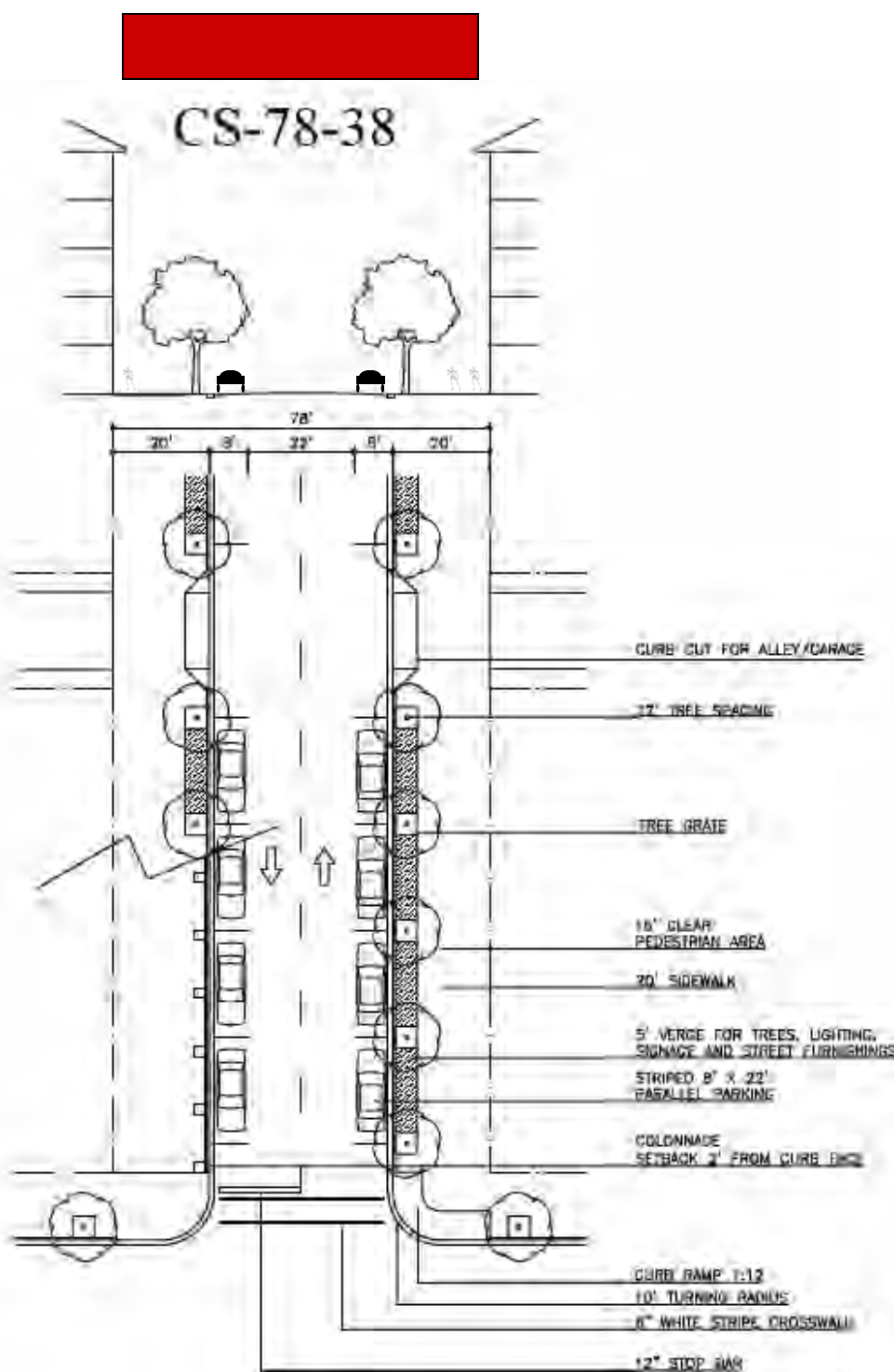
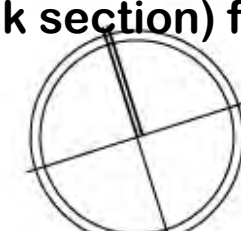
Street + Sidewalk Width

Thoroughfare Type

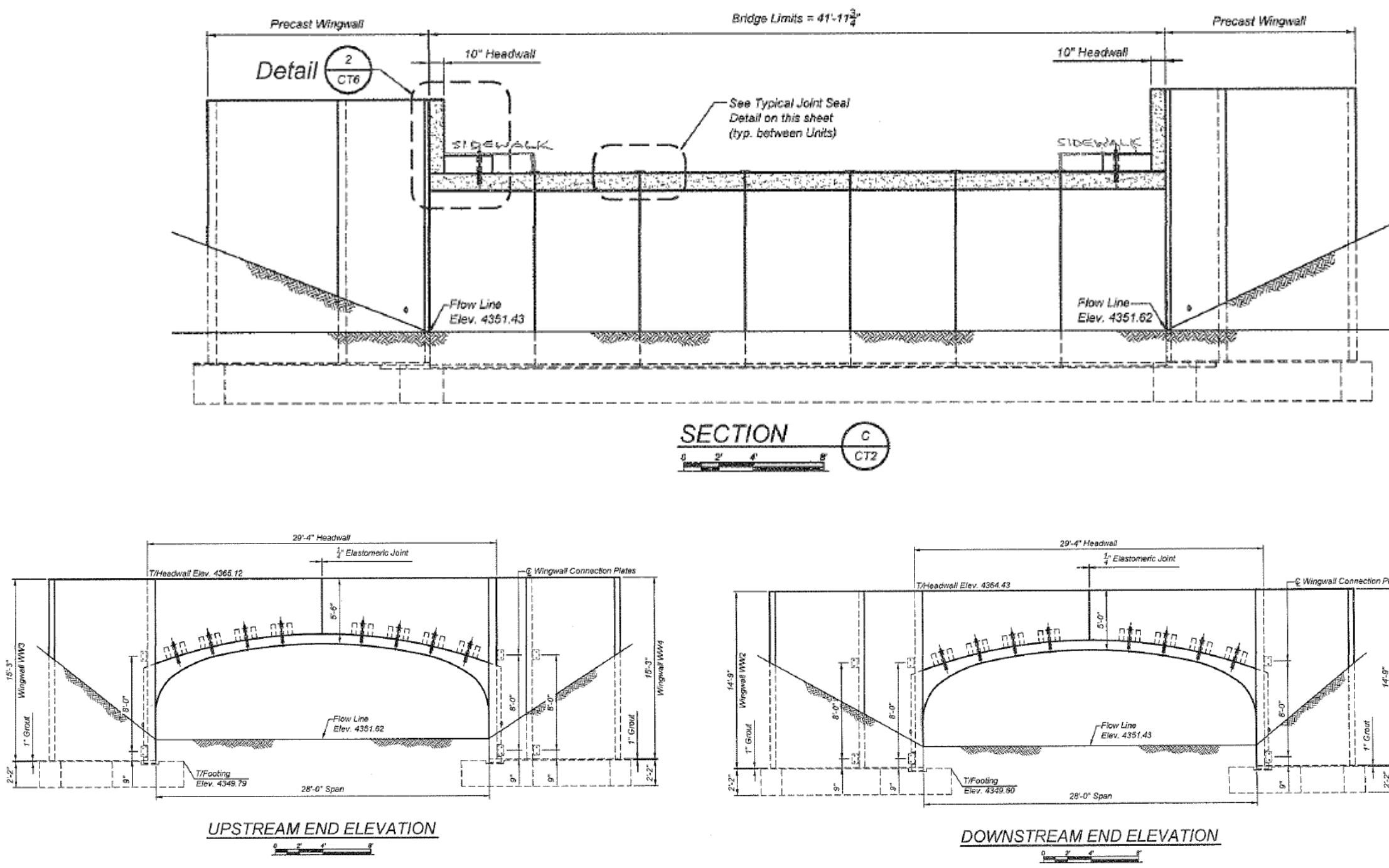
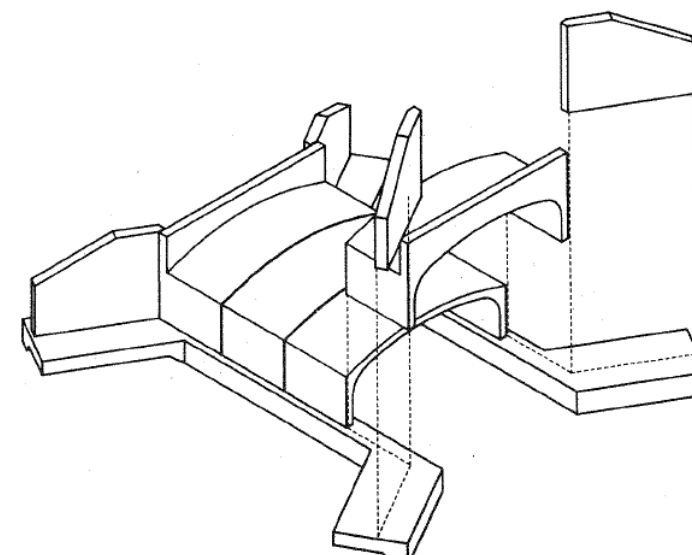
All turning radii on street cross-sections are subject to final approval by City Traffic Engineer and the City's Fire Prevention Officer.

Setbacks:

45 Foot Average Setback from Big Cottonwood Creek to Building.
Minimum of 40 Foot Setback along Big Cottonwood Creek to Building.
Protected Zone: Minimum 10 Foot Setback from Right of Way along Memory Lane and Arbor Lane. Minimum 25 Foot Setback for 4 Single Family Lots over 0.20 Acres on Arbor Lane. 0 Foot Setback for Murray/Holladay Road and Highland Drive (excluding creek section) from Right of Way.



Bridge(s) Cross Sections



Bridge Section Details: Sidewalk length shall be 6 Feet or greater for Pedestrian access to site. Adequate measures of pedestrian protection from vehicular traffic will be included and submitted in the Building Permit Approval Process.

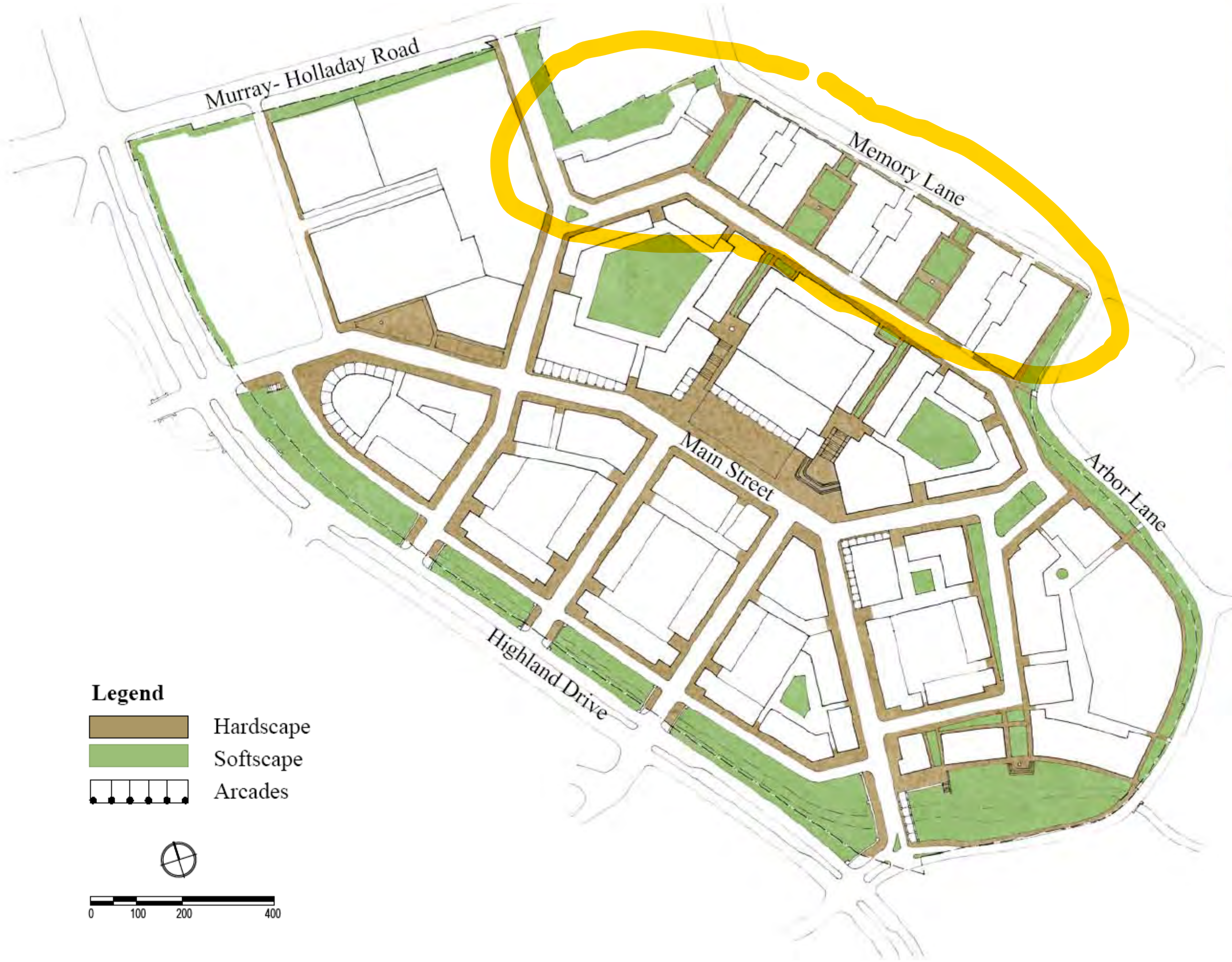
Conceptual Open/Gathering Space Plan

General Open Space Guidelines

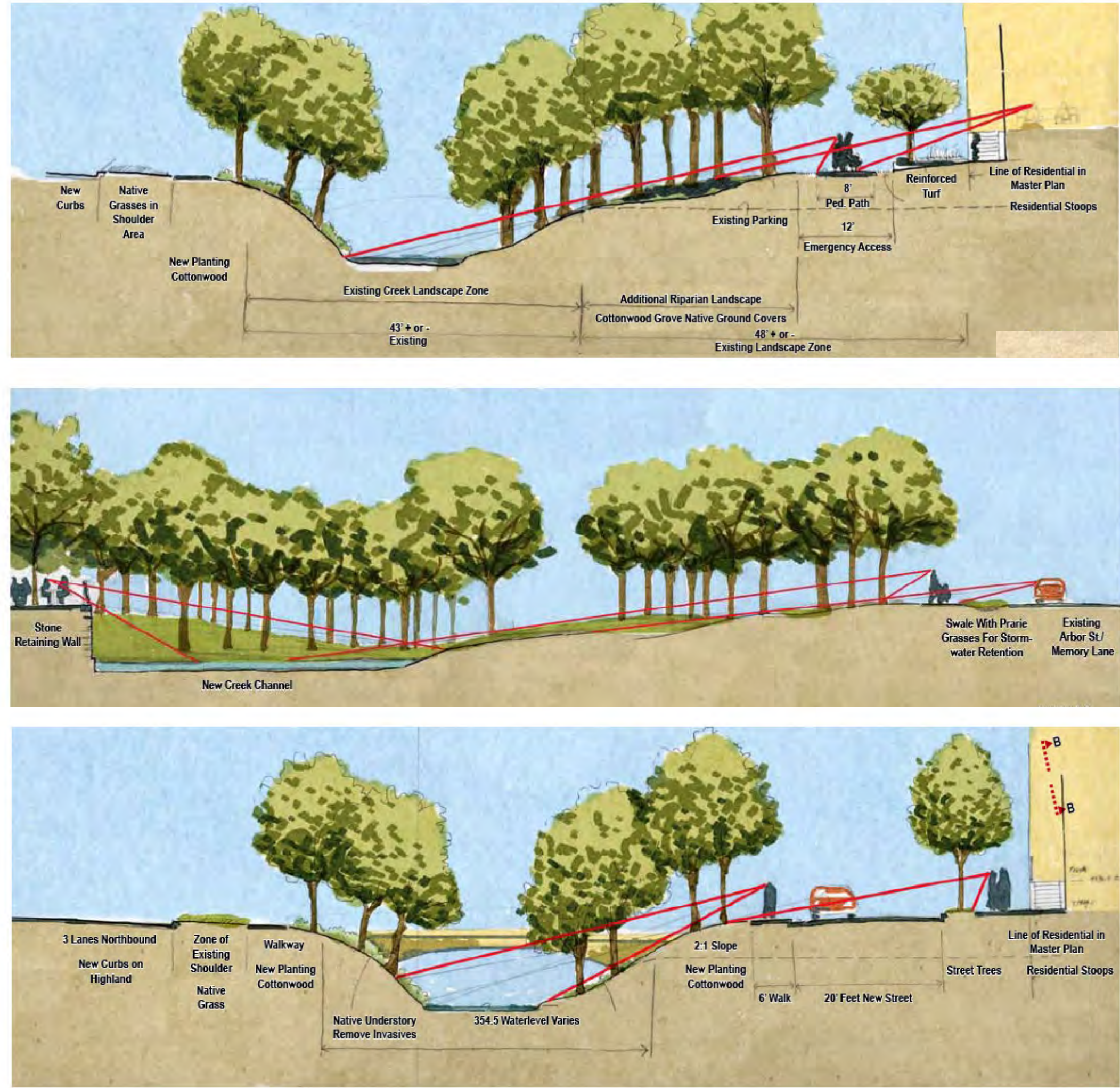
Open Space (Hardscape/Softscape) (Min/Max):
479,231 square feet/648,372 square feet
11.00 acres/14.88 acres

Private Streets (Min/Max):
440,577 square feet/596,074 square feet
10.11 acres/13.68 acres

Total Open Space + Private Streets (Min/Max):
919,808 square feet/1,244,447 square feet
21.12 acres/28.57 acres



Creek Cross Sections



Note: General Growth Properties recognizes that significant vegetation will need to be removed and/or relocated during the creek relocation, however General Growth Properties will use all reasonable efforts to preserve native mature non-invasive species of vegetation during the redevelopment and construction process.

Illustrative Sample Specimens



1. Type: Plane Tree (Platanus occidentalis)
Height: 90 - 150'

Notes: Also known as the Sycamore, the Plane Tree is large and well-suited tree for urban and suburban environments. Often found in backyards and parks.



2. Type: Smooth Leaf Elm (Ulmus carpinifolia)
Height: 70 - 90'

Notes: Well-adapted for Utah's dry climate and fairly resistant to Dutch Elm Disease.



3. Type: Japanese Zelkova (Zelkova serrata)
Height: 50 - 75'

Notes: An excellent shade tree that is tolerant of wind, heat, drought, and urban conditions. Makes for a good street tree and is used commonly in residential and commercial areas.



4. Type: Common Hackberry (Corydox occidntalis)
Height: 40 - 60'

Notes: A tree that tolerates wind, alkaline soil, and urban pollution. Known as a good replacement for the American Elm.



5. Type: Big Tooth Maple (Acer grandidentatum)
Height: 20 - 50'

Notes: Typically found in canyon bottoms and moist mountain sites, but can also be found in dryer areas. It is generally found between 4,500 and 7,500 feet elevation in north and central Utah.



6. Type: White Mulberry (Morus alba)
Height: 30 - 60'

Notes: Grows well in warm, dry areas, and is resistant to drought. Often used as an ornamental shade tree in urban and suburban environments.



7. Type: Rocky Mountain Maple (Acer glabrum)
Height: 15 - 25'

Notes: Found near elevations of 5,000 feet, or higher. Found in both moist and arid climates, this tree is well-suited for Utah and its environment.



8. Type: Hornbeam Hedge (Carpinus Betulus)
Height: Maintain at 3 - 6'

Notes: A hardy plant suitable for heavy and wet soils. Typically used as a divider between the private and public realm.



9. Type: Callery Pear (Pyrus Calleryana)
Height: 20 - 40'

Notes: A tree that is well-suited for an urban environment. It is often used to line urban and suburban streets.



10. Type: Aspen (Populus tremuloides)
Height: 20 - 50'

Notes: A fast growing tree that provides a finished look to suburban or urban areas. A "succession" tree that can seed quickly to areas of little vegetation, subject to disease.

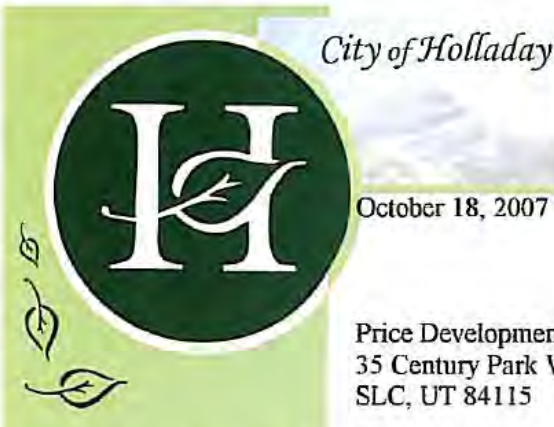


11. Type: Cottonwood Tree (Populus fremontii)
Height: 40 - 80'

Notes: The cottonwood tree grows only in wet soils, typically along the banks of creeks or rivers. Well-adapted to such environments in the southwest.

*All Landscaping and Vegetation will be sensitive to site as well as surrounding conditions.

**All samples are representational of potential site vegetation and do not constitute all inclusive green and vegetative landscaping.



4580 S. 2300 E.
Holladay, UT 84117
ph 801-272-9450
fax 801-272-9384

Price Development Company Limited Partnership
35 Century Park Way
SLC, UT 84115
RE: EXCEPTION FROM THE SETBACK FROM COTTONWOOD CREEK
4835 S Highland Dr
File #72-2-10-04
Dear Sirs:
This letter and the attached approved site plan constitute the exception to the setback from Cottonwood Creek approved by the City of Holladay Planning Commission on September 18, 2007 with the following conditions:
1. The setback from Big Cottonwood Creek shall be at no point closer than 40 feet, but an average equal to or greater than 45 feet for the whole site.
2. The motion pertained to building foundation footprints recognizing that there would be further encroachments relative to flat work, patios, and similar structures. At-grade improvements would be allowed as approved by the site development master plan.
All improvements which are required by the City of Holladay development ordinances or Planning Commission action must be installed or bonded for, prior to the final electrical inspection approval by the Building Inspector (power to panel), or if no electrical inspection is required, prior to the issuance of any occupancy permit for the land being developed.
If you should have any questions regarding this matter, please call me at 527-3890, and I will be happy to assist you.
Sincerely,
Alma Haskell
Planner

Draft Date: 12/11/07

Sample Building Materials & Architectural Design Styles

National and International Precedents



Cottonwood Design Guidelines

The architectural vision of the Cottonwood Development is to create an urban realm with distinct places including a central plaza, a mixed-use main street, and residential edge streets. Architectural styles and variety, including a local vernacular or flavor, will create a cohesive architectural vision so that buildings are made to appear incremental as if developed over time.

The use of articulated buildings including corner and cornice details as well as façade embellishments will be a strong component of the architecture. Wherever feasible, window surfaces will be maximized at ground level creating a high degree of visibility in retail areas. Streets will be further articulated through the use of arcades, awnings, canopies, balconies, and signs. In the residential districts, porches and stoops will add to the variety of design to create a neighborhood sensibility. Careful planning for service areas, utilities, and infrastructure elements is required so that, to a significant extent, these are concealed by buildings, wall, gates, and landscaping.

Use of a wide variety of building materials will be incorporated into the overall architectural design. Materials will include (but not be limited to) stone, brick, wood, stucco, metals, and glass. The materials palette will coincide with the goal of providing character and interest to individual buildings and the project as a whole. New, larger, single building uses will be designed so that they are well integrated into the project. Substantially single-material, lower quality "big box" style architecture will not be utilized. The scale and mass of the larger buildings will be softened through the use of articulation and building materials.

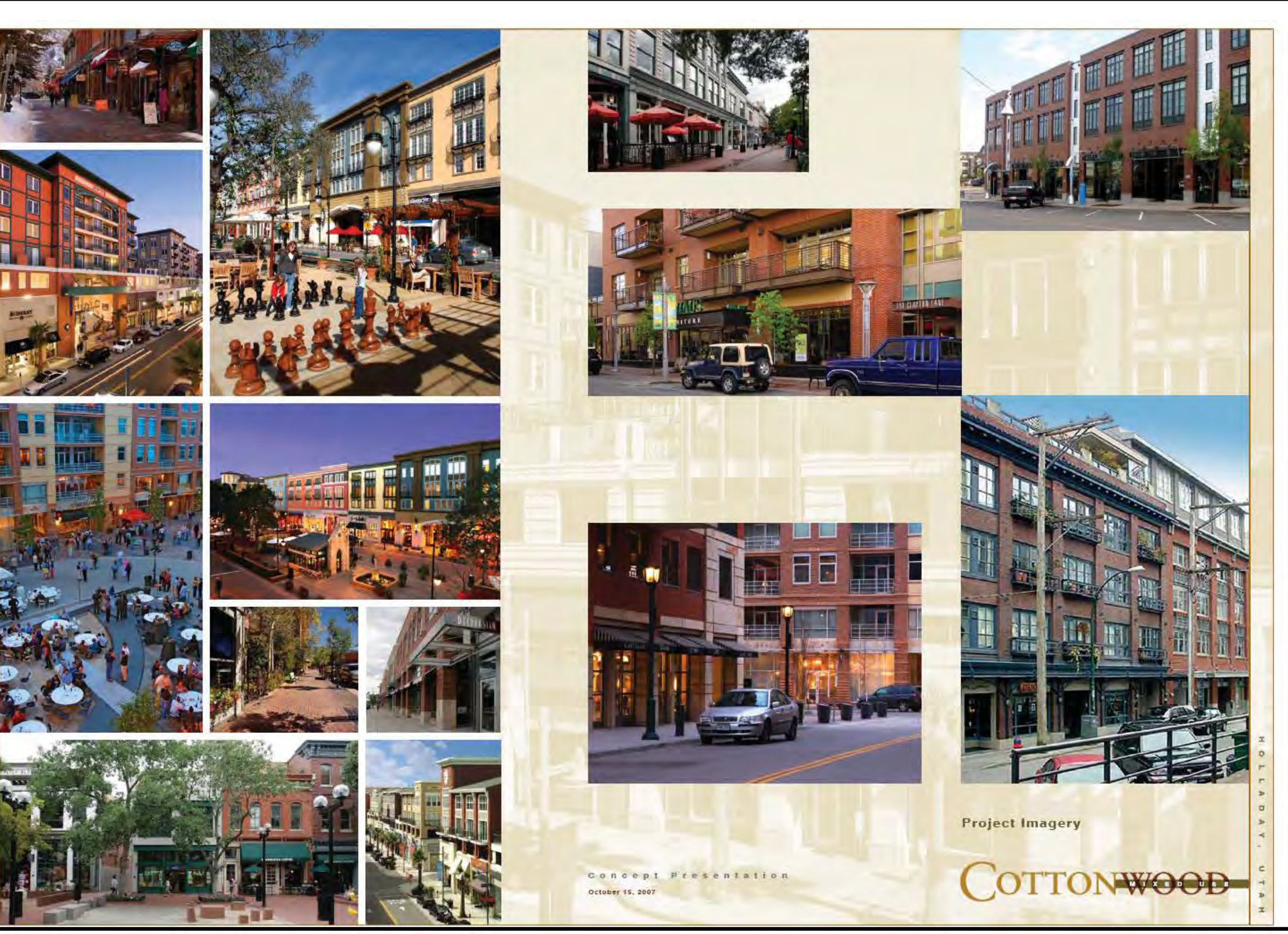
Details of the streetscape will be simple and include concrete, asphalt, and accent materials in focal areas. Elements included in the streetscape will include benches, kiosks, mobile merchandising units, pots, art, bike racks, and trash containers. Please refer to the examples shown on the Precedents & Branding page of the SDMP for streetscape elements and building materials.

All work within the project will be constructed and provisioned in a first-class workmanlike manner and free from all significant defects.

Regional Precedents



Mixed-Use Precedents



Utility Capacity & Availability



1425 West 3100 South
Salt Lake City, Utah 84119

October 9, 2007
To whom it may concern:

RE: Availability of Qwest Facilities.

This letter concerns the provision of telephone facilities for.
Development: COTTONWOOD MALL REDEVELOPMENT
Location: 4835 South Highland Drive
Holladay, Utah

Represented by: Elizabeth Cole
Development Director
35 Century Parkway,
Salt Lake City, Utah 84115
Office- 801/463-4212

Notification for the above development has been presented to Qwest for review. Qwest Communications is a regulated public utility. If the developer elects to establish Qwest facilities within said development then service will be provided to the proposed development in accordance with the applicable tariffs on file with the Utah Public Service Commission.

If you have any questions regarding this matter, please contact me at (801) 974-8165.

Yours Truly,
DeAnne Powell
Design Engineer

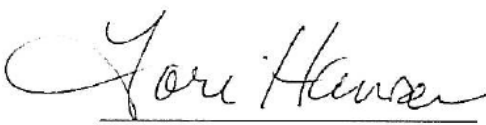


12840 Pony Express Road
Draper, Utah 84020

October 9, 2007

To Whom It May Concern:

This is to advise you of our ability to provide electrical service to the **Cottonwood Mall** project located at **4835 South Highland Drive; Holladay, Utah** with the Electric Service Regulations on file with the Utah Public Service Commission and upon completion of necessary contracts and agreements.



Jori Hansen
Rocky Mountain Power



Questar Corporation
180 East 100 South
P.O. Box 48423
Salt Lake City, UT 84145-0423
Tel 801 324 5555

October 15, 2007

City Of Holladay
4615 Holladay Blvd.
Salt Lake City, Utah 84117-5212

Alma Haskell:

Re: Cottonwood Mall, Salt Lake City, Utah

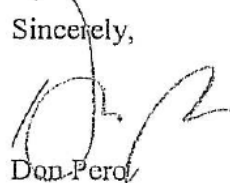
Natural gas can be made available to serve Cottonwood Mall Salt Lake City, Utah development when the following requirements are met:

- Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, home, building).
- Review and analysis by Questar Gas Engineering and/or Preconstruction Department to determine load requirements, system reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas review of the developments natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance, but may qualify for credits or refunds, as provided in Questar Gas tariff.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,



Dan Ford

SALT LAKE CITY SUBURBAN
SANITARY DISTRICT #1
3932 SOUTH 500 EAST
SALT LAKE CITY, UTAH 84107-1895
PHONE 262-2904
FAX # 263-0551

CHAIRMAN
EMIL MEYER

TRUSTEES
LYLE S. FORD
RUTH ADAMS

October 24, 2007

Mr. Brian Bennion, Director
Bureau of Water Quality
788 East Woodoak Lane
Murray, Utah 84107

Dear Mr. Bennion:

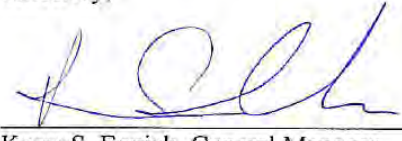
This will advise that SALT LAKE CITY SUBURBAN SANITARY DISTRICT #1 agrees to provide sanitary sewer service to this property subject to the following: **Conformity by the developer with the Rules and Regulations and Technical Specifications for Salt Lake City Suburban Sanitary District #1 and Salt Lake County and Laws and Ordinances.**

All Pretreatment requirements of the District must be met.
Payment of all applicable fees, (when the capacity fee is paid an account is opened and the property goes into billing).
Development of site so as to provide proper slope of sanitary sewer mains and laterals, in addition to the minimum required cover. It is the developers responsibility to field verify all elevations. (Developer must contact the District prior to any outside sewer work being done).
Connection by the developer of sanitary sewer mains to existing mains as recommended by our Engineer.
Duplexes and Twin Homes require two lateral lines.
Granting of easements to the District for sanitary sewer mains on private property.

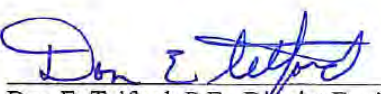
Because of the growth in the District and this commitment of system capacity for service, this service commitment is good for one year from the above date. Unless there is construction activity on this property after the above date, a new letter must be obtained from the District.

Enclosed herewith is a preliminary drawing of the above project showing the existing sanitary sewer extension.

Sincerely,



Kerry S. Eppich, General Manager
Salt Lake City Suburban Sanitary District #1



Don E. Telford, P.E., District Engineer

Enclosure: One copy of Preliminary Sanitary Sewer layout

cc: General Growth Properties, Inc.

GENERAL MANAGER
KERRY S. EPPICH

COUNSEL
KIRTON & MCCONKIE

Additional Capacity Letters to be Submitted to City of Holladay Prior to Subdivision Approval:

- . Salt Lake City Water Corporation
- . Holliday Water Company

Draft Date: 12/11/07

Page 18 of 28

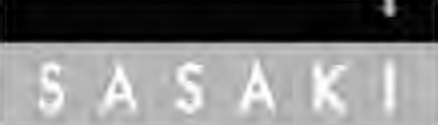


General Growth Properties, Inc.
110 North Wacker Drive
Chicago, IL 60606
(312) 960-5000

Cottonwood
Site Development Master Plan - Regional Mixed-Use Development
City of Holladay, County of Salt Lake, State of Utah

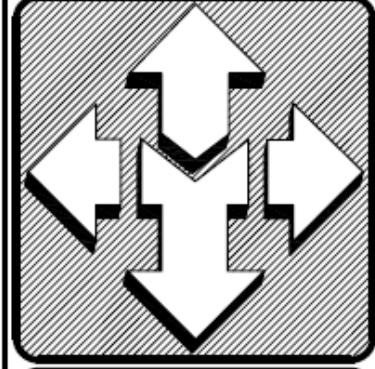
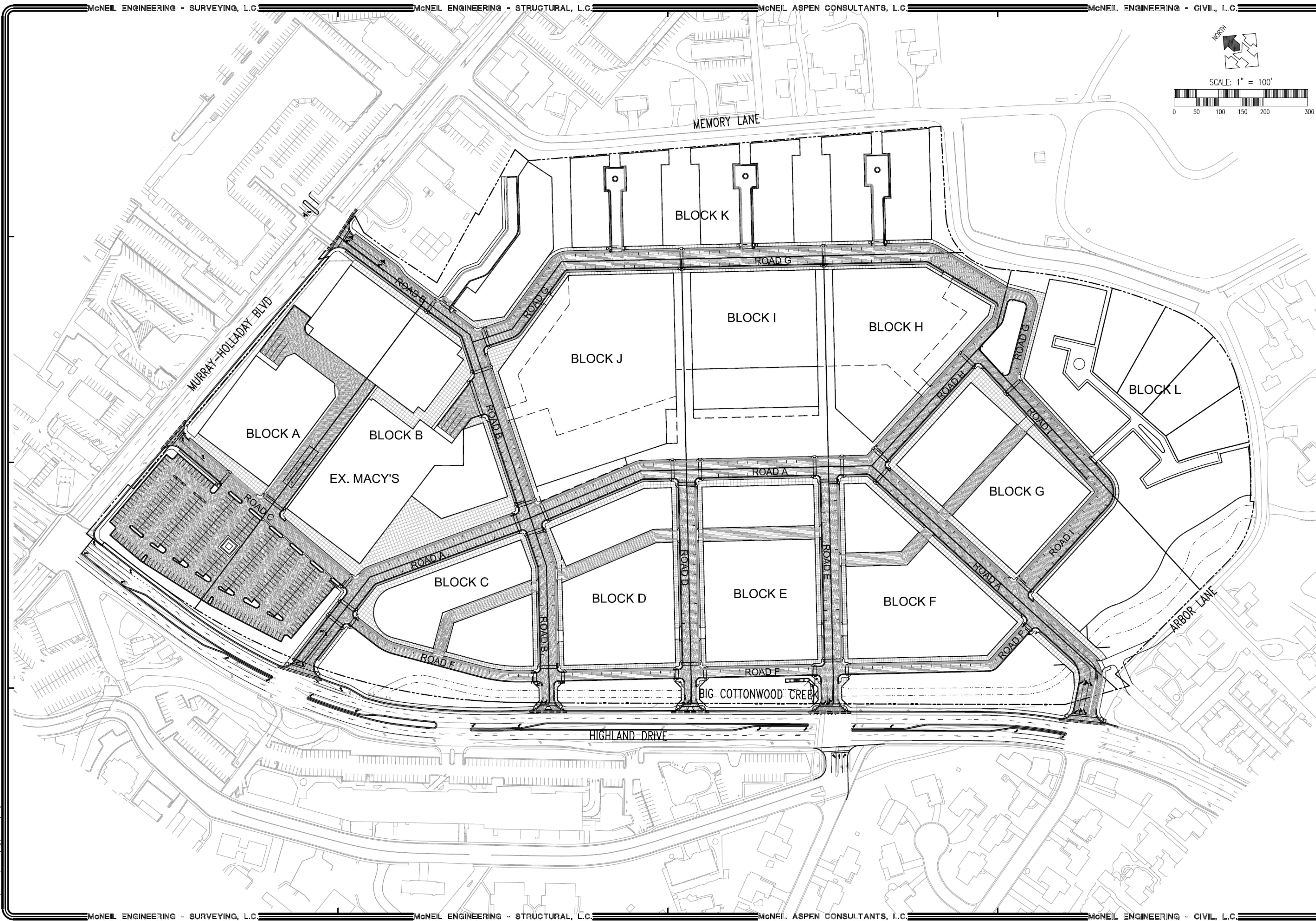
DUANY PLATER - ZYBERK & Co.
ARCHITECTS AND TOWN PLANNERS

TORTI GALLAS AND PARTNERS



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Civil Plans - Site Plan



**McNEIL ENGINEERING
CIVIL, L.C.**
PROFESSIONAL CIVIL ENGINEERING SERVICES
6885 SOUTH 900 EAST MIDVALE, UTAH 84047
TEL (801) 255-7700 FAX (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: AT www.mcneileng.com

**COTTONWOOD MALL
GENERAL GROWTH PROPERTIES**
**4835 SOUTH HIGHLAND DRIVE
HOLLADAY, UTAH**
LOCATED IN THE NE 1/4 SEC 9 & NW 1/4 SEC 10, T2S, R1E, SLB 6 & M

REVISIONS		
REV.	DATE	DESCRIPTION

PROJECT NO: 260209
CAD DWG. FILE: 260209hncp
DRAWN BY: JSK / BDP
DESIGNED BY: TJD
FIELD CREW: SURVEYED
CHECKED BY: TJD
DATE: 01 NOV 2007

SHEET TITLE:
**COTTONWOOD MALL
OVERALL
SITE PLAN**

C3.00

General Growth Properties, Inc.
110 North Wacker Drive
Chicago, IL 60606
(312) 960-5000

Cottonwood
Site Development Master Plan - Regional Mixed-Use Development
City of Holladay, County of Salt Lake, State of Utah

DUANY PLATER - ZYBERK & Co.
ARCHITECTS AND TOWN PLANNERS

TORTI GALLAS AND PARTNERS

McNEIL Engineering, Inc.

SB ARCHITECTS

SASAKI

RTKL

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BOUNDARY DESCRIPTION

A parcel of land being twenty entire tracts described in that Royal Holladay Hills Subdivision #1, Block A, B, C and D as platted and recorded at Entry #13321547, in Book 2020P, on Page 168, and Special Warranty Deed, recorded at Entry #13330116, in Book 10980, on Page 2307 and in that Special Warranty Deed, recorded at Entry #13305288, in Book 10965, on Page 5317 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northeast quarter of Section 9 and in the Northwest quarter of Section 10, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point that is located North 00°03'51" West 1799.35 feet along Section Line and West 113.51 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; said point also lies on the westerly R.O.W. of Memory Lane. Thence along said Memory Lane South 0°00'59" East a distance of 58.90 feet, Thence South 44°45'59" East a distance of 929.25 feet to Northerly R.O.W. of Arbor Lane. Thence along Arbor Lane South 46°48'01" West a distance of 200.20 feet to the beginning of a curve, said curve bears to the left through an angle of 81°03'00", having a radius of 127.34 feet along the arc a distance of 180.13, and whose long chord bears South 06°16'31" West a distance of 165.49 feet, Thence South 34°14'59" East a distance of 64.50 feet to the beginning of a curve, said curve bears to the right through 10°09' 55", having a radius of 1121.28 feet along the arc a distance of 198.93 feet, and whose long chord bears South 28°10'02" East a distance of 198.67 feet to the beginning of a non-tangential curve, said curve bears to the right through 08°28'05", having a radius of 1121.28 feet along the arc a distance of 185.72 feet, and whose long chord bears South 19°51'02" East a distance of 185.57 feet to the beginning of a non-tangential curve, said curve bears to the right through 49°37'00", having a radius of 225.79 feet along the arc a distance of 195.53 feet, and whose long chord bears South 09°11'31" West a distance of 189.48 feet to the beginning of a non-tangential curve, said curve bears to the right through 10°16'29", having a radius of 821.00 feet along the arc a distance of 147.23 feet, and whose long chord bears South 39°08'15" West a distance of 147.03 feet to the beginning of a non-tangential curve, said curve bears to the right through an angle of 08°18'31", having a radius of 821.00 feet along the arc a distance of 133.38 feet, and whose long chord bears South 49°55'45" West a distance of 133.24 feet to a point of intersection with a non-tangential line, Thence South 36°24'59" East a distance of 8.50 feet to the beginning of a non-tangential curve, said curve bears to the right through an angle of 41°24'00", having a radius of 214.51 feet along the arc a distance of 155.00 feet, and whose long chord bears South 74°17'01" West a distance of 151.65 feet; Thence North 85°00'59" West a distance of 224.11 feet, Thence North 63°22'13" West a distance of 135.83 feet, Thence North 02°20'32" East a distance of 18.68 feet, Thence North 87°03'34" West a distance of 63.70 feet to the beginning of a non-tangential curve, said curve bears to the right through an angle of 23°04'22", having a radius of 56.00 feet along the arc a distance of 22.55 feet, and whose long chord bears South 49°52'46" West a distance of 22.40 feet, Thence South 61°24'57" West a distance of 45.21 feet to the Easterly R.O.W. Highland Drive, Thence Along said Highland Drive the following courses: North 56°10'59" West a distance of 13.95 feet, Thence North 39°48'39" West a distance of 1124.58 feet to the beginning of a ten cord spiral curve , said curve bears to the right through 00°01'38", having a radius of 41472.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 39°47'50" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 07°07'20", having a radius of 9216.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 39°42'57" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°12'13", having a radius of 5529.60 feet along the arc a distance of 19.65 feet, and whose long chord bears North 39°33'11" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°17'06", having a radius of 3949.71 feet along the arc a distance of 19.65 feet, and whose long chord bears North 39°18'31" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 07°21'59", having a radius of 3072.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 38°58'56" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°26'53", having a radius of 2513.45 feet along the arc a distance of 19.65 feet, and whose long chord bears North 38°34'32" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°31'46", having a radius of 2126.77 feet along the arc a distance of 19.65 feet, and whose long chord bears North 38°05'13" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°36'39", having a radius of 1843.20 feet along the arc a distance of 19.65 feet, and whose long chord bears North 37°31'01" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°41'32", having a radius of 1626.35 feet along the arc a distance of 19.65 feet, and whose long chord bears North 36°53'55" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°47'14", having a radius of 1430.07 feet along the arc a distance of 19.65 feet, and whose long chord bears North 36°07'56" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 37°02'13", having a radius of 1381.83 feet along the arc a distance of 22.42 feet, and whose long chord bears North 20°47'43" West a distance of 716.15 feet to the beginning of a ten cord spiral curve, said curve bears to the right through 00°43'03", having a radius of 1430.07 feet along the arc a distance of 17.91 feet, and whose long chord bears North 05°15'53" West a distance of 17.91 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°41'32", having a radius of 1626.35 feet along the arc a distance of 19.65 feet, and whose long chord bears North 04°34'00" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°36'39", having a radius of 1843.20 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°54'54" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°31'46", having a radius of 2126.77 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°20'42" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°26'53", having a radius of 2513.45 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°51'23" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°21'59", having a radius of 3072.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°26'57" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°17'06", having a radius of 3949.71 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°07'24" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°12'13", having a radius of 5529.60 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°52'45" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through 00°07'20", having a radius of 9216.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°42'58" West a distance of 19.65 feet to the beginning of a non-tangential curve, said curve bears to the right through an angle of 00°01'38", having a radius of 41472.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°38'05" West a distance of 19.65 feet to a point of intersection with a non-tangential line, Thence North 01°43'40" West a distance of 3.89 feet, Thence South 88°12'51" West a distance of 10.00 feet, Thence North 01°43'40" West a distance of 43.18 feet to Southerly R.O.W. of Murray Holladay Road , Thence along said Murray Holladay Road the following courses South 89° 47' 36" East a distance of 144.66 feet, Thence South 00°11'01" West a distance of 15.00 feet, Thence South 89°47'36" East a distance of 95.81 feet, Thence South 46°19'00" East a distance of 27.52 feet, Thence South 86°40'30" East a distance of 39.22 feet, Thence North 43°40'39" East a distance of 29.03 feet, Thence South 89°47'36" East a distance of 507.67 feet, Thence South 52°39'07" East a distance of 31.14 feet, Thence South 85°08'59" East a distance of 65.97 feet to the West bounds of Utah Power and Light parcel # 22-09-228-015, Thence South 03°30'59" East a distance of 72.00 feet, Thence South 06°38'59" East a distance of 122.12 feet, Thence North 78°59'01" East a distance of 179.85 feet to the West bounds of Spring Fourth investments parcel # 22-09-228-004, Thence South 02°59'59" East a distance of 8.99 feet, Thence North 78°59'01" East a distance of 167.85 feet to the point of beginning. Containing 56.12 Acres or 2,444,645 Sq. Ft. BASIS OF BEARING SECTION LINE N 00°03'51" W 2668.28'

Plat Vacation Notice
the city of Holladay is satisfied that neither the public nor any person will be materially injured by the vacation of ROYAL HOLLADAY HILLS SUBDIVISION #1.
Recorded July 7th, 2020 as entry #13321547.
said plat ROYAL HOLLADAY HILLS SUBDIVISION #1. is hereby vacated.

TITLE EXCEPTIONS

6. A perpetual right of way for water lines granted to Miller Ditch Company by Easement Agreement dated September 6, 1934, recorded September 20, 1934 as Entry No. 744227 in Book 125 of Liens and Leases, Pages 560 and 561. (Plotted hereon North vicinity of property)

7. Easement dated November 25, 1935, in favor of the State Road Commission, for the purpose of constructing a fill slope for a sidewalk and incidental purposes recorded January 9, 1936 as Entry No. 773980 in Book 157 at Page 194. (exact location not disclosed)

8. Right of Way Agreement, dated April 2, 1954, in favor of Salt Lake City, a perpetual right of way for Pedestals and incidental purposes over, under and across the said property, recorded May 18, 1962 as Entry No. 1846319 in Book 1923 at Page 307. Partial Release of Easement, recorded January 17, 2020 as Entry No. 13172572, in Book 10886, at Page 1358. (intentionally removed from the survey, removed/abandoned)

9. Easement dated January 19, 1962, in favor of Utah Power and Light Company, for electric transmissions facilities and incidental purposes over, under and across the said property, recorded September 1, 1965 as Entry No. 2107592 in Book 2371 at Page 237. Partial Release of Easement from PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, recorded March 21, 2014 as Entry No. 11821738 in Book 10218 at Page 6086. (plotted hereon easterly vicinity of property)

10. Pole Line Easement dated December 26, 1963, in favor of Utah Power and Light Company, recorded April 20, 1965 as Entry No. 2075985 in Book 2317 at Page 517. (plotted hereon South portion of property)

11. Pole Line Easement dated April 17, 1964, in favor of Utah Power and Light Company, recorded April 20, 1965 as Entry No. 2075986 in Book 2317 at Page 518. (plotted hereon easterly vicinity of property)

12. Pole Line Easement dated July 22, 1965, in favor of Utah Power and Light Company, recorded September 1, 1965 as Entry No. 2107858 in Book 2371 at Page 200. (plotted hereon easterly vicinity of property)

13. Pole Line Easement, dated July 1, 1965, in favor of Utah Power and Light Company, recorded September 1, 1965 as Entry No. 2107892 in Book 2371 at Page 237. Partial Release of Easement from PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, recorded March 21, 2014 as Entry No. 11821738 in Book 10218 at Page 6086. (plotted hereon easterly vicinity of property)

14. Agreement dated May 17, 1966, by and between Spring Creek Irrigation Company and Cottonwood Mall Shopping Center, Inc., recorded May 26, 1966 as Entry No. 2157469 in Book 2462 at Page 565. (plotted hereon North portion of property)

15. Pole Line Easement dated November 22, 1967, in favor of Utah Power and Light Company, recorded May 2, 1968 as Entry No. 2243656 in Book 2654 at Page 387. Partial Release of Easement from PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, recorded March 21, 2014 as Entry No. 11821737 in Book 10218 at Page 6083. (plotted hereon easterly vicinity of property)

16. Easement and Right of Way dated June 12, 1968, in favor of Salt Lake City, recorded June 21, 1968 as Entry No. 2249801 in Book 2668 at Page 190. (plotted hereon easterly vicinity of property)

17. Pole Line Easement dated June 6, 1968, in favor of Utah Power and Light Company, recorded July 2, 1968 as Entry No. 2250955 in Book 2671 at Page 14. Partial Release of Easement from PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, recorded March 21, 2014 as Entry No. 11821736 in Book 10218 at Page 6080. (plotted hereon Southerly vicinity of property)

18. Agreement by and between S. M. Horman and Veoma Horman, his wife and Cottonwood Inc. and the terms and provisions thereof, as disclosed by an Assignment recorded June 12, 1980 as Entry No. 3443023 in Book 5110 at Page 1259. Modification of Agreement between Price Development Company, Limited Partnership, a Maryland limited partnership, an affiliate of General Growth Properties, Inc (Owner) and Cottonwood, Inc., a Utah non-profit corporation (Cottonwood), recorded October 9, 2007 as Entry No. 10244996 in Book 9524 at Page 1799. (plotted hereon along the easterly and southerly bounds of property)

19. Reservation in Special Warranty Deed in favor of Utah Power and Light Company, recorded April 13, 1981 as Entry No. 3553961 in Book 5236 at Page 681. (nothing to plot)

20. Easement dated May 14, 1981, in favor of Utah Power and Light Company, recorded September 1, 1981, as Entry No. 3600434 in Book 5287 at Page 761. (plotted heron north portion of property)

21. Easement and right of way granted to Utah Power & Light Company by Easement recorded August 13, 1982 as Entry No. 3640358 in Book 5332 at Page 684. (plotted heron north portion of property)

22. Acknowledgment and Disclosure recorded January 24, 1997 as Entry No. 6556273 in Book 7584 at Page 7, which states, in part, that the property described herein is either partially or wholly located within a Natural Hazards Special Study Area as shown on the Natural Hazards Map adopted by the Board of County Commissioners of Salt Lake County pursuant to Ordinance No. 1074 for Surface Fault Rupture and High Liquefaction Potential. (no precise location known blanket in nature a portion of parcel see doc.)

23. Right of Way Easement in favor of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, recorded January 11, 2008 as Entry No. 10321105 in Book 9558 at Page 2317. (plotted hereon northeasterly positions of property)

24. Agreement for Development of Land (ADL), between Cottonwood Mall, LLC, a Delaware limited liability company (Developer), City of Holladay, a Utah community development and renewal agency (Agency) and City of Holladay, a Utah municipal corporation (City), and the terms and provisions thereof, recorded June 16, 2009 as Entry No. 10730729 in Book 9736 at Page 572. (nothing to plot see doc.)

25. Flood Control Creek Maintenance Access Easement, and the terms and provisions thereof, in favor of Salt Lake County Flood Control, recorded March 2, 2020, as Entry No. 13206849, in Book 10904, at Page 895. (plotted hereon westerly portion of property "cottonwood creek")

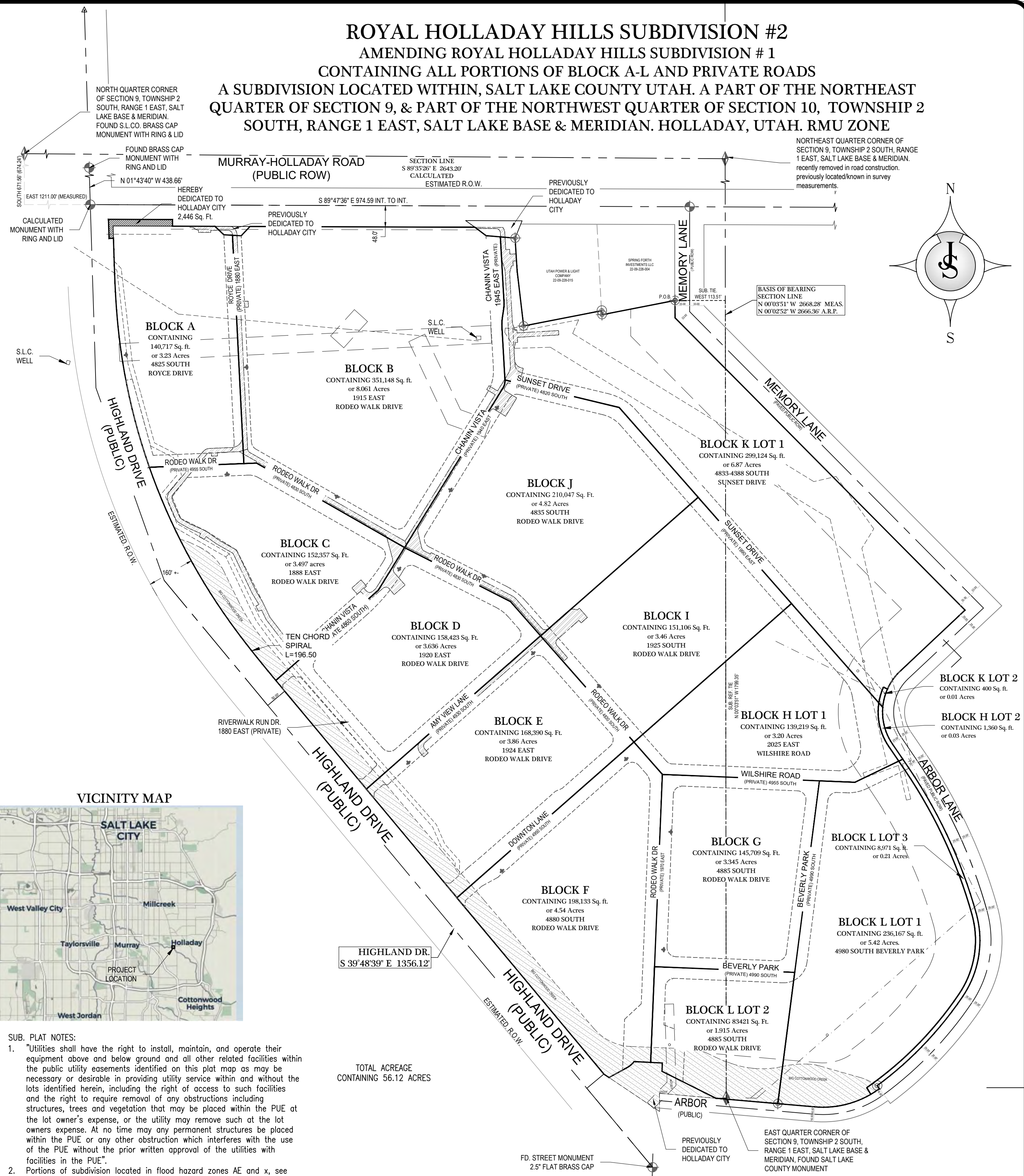
26. Easements, terms, and provisions of that certain Holladay Hills Development and Reciprocal Easements Agreement dated June 15, 2020, as disclosed by that certain Memorandum of Holladay Hills Development and Reciprocal Easements Agreement, recorded June 22, 2020 as Entry No. 13305289 in Book 10965 at Page 5324. (blocks and parcels as shown).

30. Irrigation Pipeline Easement Agreement by and between KMW Development L.L.C., a Utah limited liability company, Peterbilt HH, L.L.C., a Utah limited liability company, JM Cheney Holladay Holdings, LLC, a Utah limited liability company, and RL Cheney Holladay Holdings, LLC, a Utah limited liability company and Big Utah Irrigation Company, a Utah non-profit corporation, dated October 30, 2020 and recorded November 2, 2020 as Entry No. 13447958 in Book 11052 at Page 4699. (plotted hereon)

32. Underground Right of Way Easement in favor of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes over, under and across a portion of the subject Land. Said Easement recorded January 6, 2021, as Entry No. 13524396, in Book 11094, at Page 4637.(plotted hereon)

34. Terms and provisions of a lease dated June 15, 2020 by and between Peterbilt HH, L.L.C., a Utah limited liability company (Landlord) and KMW Development L.L.C., a Utah limited liability company (Tenant), as disclosed in that certain Memorandum of Ground Lease, recorded June 22, 2020 as Entry No. 13305290 in Book 10965 at Page 5334. (blocks and lots as shown)

ROYAL HOLLADAY HILLS SUBDIVISION #2 AMENDING ROYAL HOLLADAY HILLS SUBDIVISION # 1 CONTAINING ALL PORTIONS OF BLOCK A-L AND PRIVATE ROADS A SUBDIVISION LOCATED WITHIN, SALT LAKE COUNTY UTAH. A PART OF THE NORTHEAST QUARTER OF SECTION 9, & PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. HOLLADAY, UTAH. RMU ZONE



- SUB. PLAT NOTES:
- Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility service within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE at the lot owner's expense, or the utility may remove such at the lot owners expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE".
 - Portions of subdivision located in flood hazard zones AE and X, see FEMA FIRM 4903500312S, dated September 25, 2009.
 - ROYAL HOLLADAY HILLS SUBDIVISION #2. Is subject to all provisions of Site Development Master Plan, SDMP and Agreement for Disposition of Land (ADL).
 - All private roads area also public utility and drainage easements.
 - No city maintenance on private roads
 - No parking on streets designated as emergency access.
 - All private roads to comply with 2007 SDMP, page 11. and modified to meet fire requirements.
 - Maximum Density is controlled by the 2007 Site Development Master Plan.
 - See FEMA CLOMR approved December 11, 2007, by Salt Lake County.
 - Riverwalk Run is a one way vehicular and emergency access, includes a public pedestrian/bike trail.

LIEN HOLDER CONSENT TO RECORD

KMW Development L.L.C. and Peterbilt HH, L.L.C., as well as the undersigned lien holders, hereby consent to this plat

WASHINGTON FEDERAL BANK, National Association

By: Woodbury Corporation, a Utah corporation, its Manager

By: _____

By: _____

By: _____

By: _____

LIEN HOLDER CONSENT TO RECORD

KMW Development L.L.C. and Peterbilt HH, L.L.C., as well as the undersigned lien holders, hereby consent to this plat

WASHINGTON FEDERAL BANK, National Association

By: Woodbury Corporation, a Utah corporation, its Manager

By: _____

By: _____

By: _____

By: _____

LEGEND

- SECTIONAL CORNER
- STREET MONUMENT
- REPRESENTS PROPERTY LINE
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- TYP. PUE & PRIVATE UTILITY & EGRESS INGRESS
- S.L.C. FLOOD EASE
- DEDICATION AREA

SALT LAKE COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 20____

Salt Lake County Surveyor

City Engineer

Approved this _____ day _____ A.D., 20____

of _____ A.D., 20____

City of Holladay Engineer

Community Development

Approved this _____ day _____ A.D., 20____

of _____ A.D., 20____

Community Development Director.

Health Department

Approved this _____ day _____ A.D., 20____

of _____ A.D., 20____

Salt Lake County, Health Department.

Planning Commission

Approved this _____ day _____ A.D., 20____

of _____ A.D., 20____

the Holladay Planning Commission.

Planning Commission Chair

City Attorney

Approval as to form this _____ day _____ A.D., 20____

of _____ A.D., 20____

City of Holladay Attorney

City of Holladay Approval

Approved and accepted this _____ day of _____, A.D. 20____

Manager

Recorder

Recorded

State of Utah, County of Salt Lake, recorded and filed at the request of _____

Date _____ Time _____ Book _____ Page _____

Fee \$ _____ Salt Lake County Recorder

Number

Account _____

Sheet _____

of _____ Sheets

SURVEYOR'S CERTIFICATE

I, Shane Johanson, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 7075114 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as ROYAL HOLLADAY HILLS SUBDIVISION #2,

OWNER'S DEDICATION

Let it be known that the undersigned are the owners of the tract of land described herein, having caused the same to be subdivided into lots hereafter known as ROYAL HOLLADAY HILLS SUBDIVISION #2 and hereby dedicate for perpetual use of the public the parcels of land shown on this plat as intended for public use.

KMW DEVELOPMENT L.L.C., a Utah limited liability company By: _____

By: Woodbury Corporation, a Utah corporation, its Manager By: _____

By: Millrock Capital II, LLC, a Utah limited liability company, By: _____

By: Millrock Capital II, LLC, a Utah limited liability company, its Manager By: _____

PETERBILT HH, L.L.C., a Utah limited liability company By: _____

By: Millrock Capital II, LLC, a Utah limited liability company, its Manager By: _____

JM CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company and RL CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, as tenants-in-common By: _____

By: Millrock Capital II, LLC, a Utah limited liability company, its Manager By: _____

HOLLADAY HILLS BLOCK D L.L.C., a Delaware limited liability company By: _____

By: WCL GP L.L.C., a Delaware limited liability company, its Manager By: _____

By: Woodbury Corporation, a Utah corporation, its Manager By: _____

By: KMW Development L.L.C., a Utah limited liability company, its Manager By: _____

By: Woodbury Corporation, a Utah corporation, its Manager By: _____

By: Millrock Capital II, LLC, a Utah limited liability company, its Manager By: _____

ACKNOWLEDGMENT

State of Utah) The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by)

County of Salt Lake) Notary Public)

State of Utah) The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by)

County of Salt Lake) Notary Public)

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County of Salt Lake) Notary Public)

State of Utah) The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by)

County of Salt Lake) Notary Public)

State of Utah) The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by)

County of Salt Lake) Notary Public)

LIEN HOLDER CONSENT TO RECORD

ACKNOWLEDGMENT

State of Utah) The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by)

County of Salt Lake) Notary Public)

Notice of Neighborhood Meeting

7/28/2023

Holladay Hills, LLC
6510 South Millrock Drive, Suite #450
Holladay, Utah 84121
801-365-2001

Dear Neighbor:

A neighborhood meeting will be held ~~Wednesday July 9th~~ ^{Aug} ~~5:00 to 6:00 pm~~ at our offices located at 6510 South Millrock Drive (first floor business lounge), Holladay, Utah 84121, to discuss a proposed Subdivision Plat Application and Site Plan for Block "K" of the Site Development Master Plan, (SDMP) approved by the City of Holladay in 2007.

Please join us to discuss and share your feelings and thoughts **concerning** the 6.5-acre parcel of land (see attachment).

Please note that this is **NOT** a City of Holladay Planning Commission or City Council meeting. This is a pre-meeting prior to presenting a pending application to the City of Holladay.

Thank You,

Steve Peterson
Holladay Hills,
6510 South, Suite 450, Holladay, Utah 84121
801-993-1700

From: [Steve Peterson](#)
To: [Jonathan Teerlink](#)
Subject: Block K submittals for Planning Commission Meeting on August 15th 2023
Date: Wednesday, August 9, 2023 6:30:28 PM
Attachments: [Neighborhood Meeting 8-9-2023 for Block K Holladay Hills.pdf](#)

[External Email - Use Caution]

Jonathan,

Please find attached a copy of the mailing list and notice for the Neighborhood meeting held on August 9th, 2023, at 5:00 pm for Conceptual approval for Block K at Holladay Hills.

We had two attendees that live across the street , Randy Teal and Kimo Jones. They had questions about which way the houses faced, style, height, and landscaping. Also, interested in who would be the Architect.

Please let me know if you have any questions.

Warm Regards,

Steve Peterson

Millrock Capital, LLC

www.millrock.net
6510 S Millrock Drive
Suite 450
Holladay, Utah 84121
801-365-2001- direct line
801-993-1700- main phone
801-993-1702-fax
801-550-5120-cell
steve@millrock.net

Warning: The contents of this email are strictly confidential. This Email is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. The information contained in this Email is intended only for use of the individual or entity named above. If you received this email in error, please call 801-365.2001 or reply to this email and delete this email and its attachments.

FILE# 23-1-09

HIGHLAND 4141 OFFICE CONDOMINIUMS

ADDRESS:

4141 S. Highland Dr.

LEGAL DESCRIPTION: 22-04-201-023

BEG E 73 FT & S 11¹/₂' E 130.53 FT FR N 1/4 COR OF SEC 4, T 2S, R 1E, S 1M; S 11¹/₂' E 262.54 FT; E 315.81 FT M OR L TOW R OF W LINE OF JORDAN & SALT LAKE CANAL; N 8¹/₃₀' W ALG SD W LINE 217.21 FT; N 0¹/₂' E 42.16 FT; N 89¹/₂' 54' 20" W 334.72 FT TO BEG. 1.9 AC M OR L. 5991-1933 5991-1935 6741-1249 7142-0346 9045-4398 9261-2016 10264-929 10392-3896

APPLICANT/REPRESENTATIVE:

Stout Building Contractors

PROPERTY OWNER:

Highland 4141 LLC

ZONING:

PO

GENERAL PLAN DISTRICT:

Highland Drive Master plan - Seg A

CITY COUNCIL DISTRICT:

District #2

PUBLIC NOTICE DETAILS:

To be mailed by 8/25/2023

REQUEST:

Subdivision

APPLICABLE REGULATIONS:

13.85 Conversion to Condominiums
13.08 Administrative Development Review
13.10 Subdivisions
General Plan - HDMP Seg A

EXHIBITS:

Zone map
Staff Report
Applicant Narrative
Applicant Supporting Documents

STAFF:

Carrie Marsh, City Planner

DECISION TYPE:

Administrative:

Public hearing required. PC shall make a motion of either, denial, approval or to continue. All motions require findings which support the decision. As directed by ordinance, applications shall be approved if the Land Use Authority finds Substantial Evidence of compliance with applicable requirements. Holladay Ord. 13.06.050.B2 and 13.08

SITE VICINITY MAP



Notes:



CITY OF HOLLADAY
Planning Commission
August 15th 2022
Item #2

Request: **RESIDENTIAL SUBDIVISION – CONCEPT/PRELIMINARY PLAN / FINAL PLAT REVIEW**
Project: “Highland 4141 Office Condominiums” Subdivision
Address: 4141 S Highland Dr, Holladay Utah 84124
Applicant: Highland 4141 LLC, Owner; Stout Building Contractors, Agent
File No: 23-1-09
Notice: Notice to be mailed by 8/25/2023; Public hearing to be left open
Planner: Carrie Marsh

GOVERNING ORDINANCES:	13.85	CONVERSION TO CONDOMINIUMS
	13.08	ADMINISTRATIVE DEVELOPMENT REVIEW STANDARDS
	13.08.010	SITE PLAN – THREE STEP REVIEW STANDARDS – CONCEPT/PRELIMINARY / FINAL
	13.10	SUBDIVISIONS
	13.10.080	SUBDIVISION APPROVAL STANDARDS

REQUIRED PLANNING COMMISSION ACTION: Administrative

Public hearing required. PC shall make a motion of either, denial, approval or to continue. All motions require findings which support the decision. As directed by ordinance, applications shall be approved if the Land Use Authority finds Substantial Evidence of compliance with applicable requirements. Holladay Ord. [13.06.050.B2](#) and [13.08](#)

Creation of a subdivision plat requires review and approval by the Land Use Authority (Planning Commission) in a three-step process; **Concept, Preliminary and Final plat**. Decisions must be made during public meeting.

The notice for the required public hearing was not mailed to all properties within 500’ of the subject parcels, requiring that the public hearing remain open until the next Planning Commission meeting on September 5th, 2023.

SUMMARY

Applicant, Stout Building Contractors, is proposing the subdivision of an existing office building on a 1.9-acre (82,764 sq ft) parcel within the PO zone into a condominium plat. This proposal will create 12 individual units within the building available for private, individual ownership.

Proposal is for the subdivision of vertical property into individual parcels only. A property conditions report details the plans for the site and building including utility management. The applicant has an active building permit for overall building improvements and construction for Tenant Improvements within each unit shall be submitted for building permits as per Holladay Ord [§ 13.08.100](#)

The application was reviewed as a Concurrent Review as allowed within [§13.08.010F](#)

TECHNICAL REVIEW COMMITTEE ANALYSIS

CONCEPT and PRELIMINARY LEVEL ANALYSIS:

In accordance with Holladay Ord 13.08.010.D, upon receipt of a complete subdivision development application, the Community and Economic Development Director has distributed the application and associated development drawings to and has subsequently received recommendations from the Technical Review Committee. Review of submitted elements are compared against the preliminary plat [administrative checklist of required submittals 13.10.050B](#). As per concurrent review allowances set forth in ordinance 13.08.010.F, the following is provided to the Planning Commission as a summary of joint recommendation of concept, preliminary, and final subdivision approval from the TRC:

Zoning, City Planner:

- Land use as professional offices is in compliance with the Professional Office zone.

- Existing building on the parcel is compliant with setback, height, and coverage restrictions of the professional office zone.
- No trees affected by improvements
- Separate meters and shutoffs for utilities is not required for this application; okay as addressed in the CC&Rs

United Fire Authority (UFA), Area Fire Marshal:

- Existing building meets fire code
- Existing fire access is adequate

Public Works, City Engineer:

- Replacement of curb/gutter/sidewalks okay

Building Code, City Building Official

- All improvements to meet current building code

RECOMMENDATION

The TRC recommends that the commission hold the required public hearing and consider comments presented. Staff has found that all required elements of a conversion to condominium proposal have been reviewed and accepted by the TRC and have been determined to be complete as per the City's submission requirements. Staff has also found that all required concept and preliminary level elements of a vertical subdivision to convert to condominiums has been submitted, reviewed and accepted or otherwise noted as modified by the TRC as per the City's submission requirements. The TRC can therefore recommend the commission approve the **PRELIMINARY SUBDIVISION PLAN**. Additionally, and if the commission is amenable, in accordance with 13.08.010.D5, a motion to delegate the **FINAL PLAT** approval to staff is recommended.

STAFF FINDINGS:

1. Development details required for a Preliminary and Final site plan have been submitted and reviewed by the TRC
2. The development complies with regulations within the Professional Office zone.
3. The development complies with the General Plan
4. The required submittals for conceptual and preliminary subdivision development have been provided where applicable and have been found to be complete and acceptable.
5. Fire access has been approved by the UFA.
6. Separate utility meters and shutoffs for each unit are not required

STAFF REQUIREMENTS

- Final vertical plat to meet standards required for recording

SUGGESTED MOTIONS

*"I ____ Motion to (approve / continue for further discussion) the **CONCEPT, PRELIMINARY PLAN and FINAL PLAT** application by **Stout Building Construction** for **Highland 4141 Office Condominiums, a 12-unit vertical subdivision, located at 4141 S. Highland Drive in the Professional Office Zone**, based upon the findings... (1-6 and any additional) subject to the following requirements*

*Also, within in one year and in accordance with 13.08.010.D5, to defer administrative review and approval of the **FINAL PLAT** by the Community & Economic Development Director - following a positive, written recommendation from TRC."*



GENERAL LAND USE/DEVELOPMENT APPLICATION

Name of Proposed Project:	Highland 4141, LLC
Address of Project:	4141 South Highland Drive, Holladay, Utah 84124

TYPE OF REQUEST: (mark all that apply)			
ADMINISTRATIVE PROCEDURES APPLY (ORD. 13.08)		LEGISLATIVE PROCEDURES APPLY (ORD. 13.07)	
☐	SITE PLAN () PERMITTED of () CONDITIONAL	☐	REZONE of PROPERTY
☐	SUBDIVISION PLAT	☐	GENERAL PLAN AMENDMENT
☒	CONDOMINIUM PLAT	☐	CODE AMENDMENT
☐	CONDITIONAL USE PERMIT	☐	PUBLIC STREET: NAME CHANGE, VACATION / CLOSURE or DESIGNATION
☐	SPECIAL EXCEPTION	☐	HISTORIC SITE DESIGNATION
☐	NON-CONFORMING USE DECLARATION	☐	DEVELOPMENT AGREEMENT AMENDMENT
☐	OTHER:	☐	ANNEXATION

Applicant Name: (Please Print) Stout Building Contractors		Property Owners Name: (Please Print) **ATTACH SIGNED "OWNER AFFIDAVIT"*** Highland 4141, LLC	
Applicant's Mailing: Address: 1113 South 500 West		City: Bountiful	State: Utah Zip: 84010
Applicant Phone: () 801-296-2150		Applicant's Email Address: NateL@StoutLLC.com	
Main Contact Person (Please Print): Name: Mike MacFarlane Phone: 801-949-7442 (Cell) email: MikeM@Stoutllc.com			
Brief summary of proposal / request: Remodel of existing building into Condominium Space and unfinished spaces for future Build-Out of Professional Offices. Updates to building facade, landscaping, and site.			

FILING FEES: (ORD 3.35)				OFFICE USE ONLY	
SITE PLAN REVIEW	\$600.00	REZONE of PROPERTY	\$900.00 + \$85.00/acre	FILE NUMBER	_____
SITE PLAN AMENDMENT	\$250.00	CODE AMENDMENT	\$600.00	PARCEL NUMBER	_____
SUBDIVISION: Final = 6% of the cost of improvements)	\$2,000.00 + \$100.00/lot	GENERAL PLAN AMENDMENT	\$300.00 + \$50.00/acre	GENERAL PLAN:	_____
CONDOMINIUM	\$1,000.00 + \$100.00/unit	HISTORIC SITE DESIGNATION	\$600.00	ZONE: _____ ACREAGE: _____	
CONDITIONAL USE PERMIT - COMMERCIAL	\$1,000.00 + \$35.00/acre	PUBLIC STREET:	\$300.00 - vacation \$500.00 - dedication \$250.00 - namechange	PC ACTION: _____ DATE: _____	
CONDITIONAL USE PERMIT - RESIDENTIAL	\$900.00 + \$50.00/unit	ANNEXATION		CC ACTION: _____ DATE: _____	
CONDITIONAL USE PERMIT - HOME BUSINESS	\$100.00	DEVELOPMENT AGREEMENT AMENDMENT		FILE DATE: _____	
CONVERSION TO CONDOMINIUM	\$50.00/unit	LOT LINE ADJUSTMENT / COMBINATION:	\$75.00		
SPECIAL EXCEPTION	\$600.00	OTHER:			
SUBDIVISION AMENDMENT	\$500.00				
			FINAL TOTAL DUE:		

NEXT STEPS:

1. To be considered COMPLETE, this form must be accompanied by all applicable "project tracking" checklist(s)/submittals or it will not be accepted.
2. Complete applications must be submitted 3 weeks prior to the desired Planning Commission date
3. Applications are reviewed every Tuesday by the Holladay TRC. You will be notified of any deficiencies, decisions and/or meetings dates at that time
4. Planning Commission convenes each month on the 1st and 3rd Tuesday. City Council convenes the 1st and 3rd Thursday of each month
5. Your Attendance at the Planning Commission and/or City Council meetings is required by the applicant or a representative of the applicant.



City of Holladay
COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENT
4580 S 2300 E, Holladay, Utah 84117
Phone: 801-527-3890

CONVERSION TO CONDOMINIUM(s): APPLICATION & REQUIRED SUBMITTALS

The steps in the approval process for proposals by the owner to create individual ownership within an existing building:

Step 1: Submit complete application and include all required elements as listed in. Provide a written explanation as the why you are omitting specific required elements.

Step 2: Work with Holladay departments to refine the application prior to submitted for to the Planning Commission.

Step 3: Attend the scheduled Planning Commission meeting.

Following Documents are Required for a Complete Submittal (Ord 13.85):

1. The following information shall be submitted to the Community Development Department:

- ☒ Copy of the recorded plat as it is originally recorded with the Salt Lake County Recorded Office
- ☒ Applicable fees as per §03.35
- ☒ Narrative detailing development schedule/phasing and addressing
- ☒ Site Plan
- ☒ Property conditions report including §13.85.030
 - A. Building Inspection providing conditions and upkeep as per Utah Code Annotated §57-8-13:
 - o Age of the building or buildings.
 - o Condition of the structural elements, including the roof, foundation, mechanical system, electrical system, plumbing system, and boiler or furnace.
 - o Size of the water service line from the meter to each individual unit.
 - o Size of the sewer lateral and sewer line(s) from each unit.
 - o Capacity of the electrical service for each unit (amps).
 - o Condition of the paving material on private streets (if any).
 - o Condition of the paving or surfacing material on driveways, parking areas, sidewalks, curbs, etc.
 - o Condition of the paint and/or exterior surfaces of all buildings and structures.
 - o All known conditions constituting deficiencies.
 - o All known conditions which may require repair or replacement within the next succeeding five (5) year period.
 - o A statement of disclosure containing all information pertinent to any failure of the building(s) to meet the requirements of the current building code
- ☒ Copy of proposed condominium declarations and bylaws
- ☒ Final Condo Ownership Plat drawing including ALL of the following; §13.10.050B
 - One (1) set hardcopy 24"x36" drawn to scale and stamped by Utah certified professional
 - One (1) set digital format (pdf preferred)

A. WITHIN A TITLE BLOCK LOCATED IN THE LOWER RIGHT-HAND CORNER THE FOLLOWING SHALL APPEAR:

- () The approved name of the subdivision
- () Section, Township and Range
- () Legal Description
- () Zoning Designation as of date of approval
- () Name & Address of property owner(s)
- () Name & Address of Developer
- () Name & Address of Surveyor/Engineer
- () Date of preparation
- () Graphic Scale
- () North arrow

B. PERIMETER BOUNDARY LINES:

- () The bearings, distances and curve data shall be indicated outside the boundary line, not inside with the lot dimensions,
- () Curve Data chart; radius of curve, central angle, tangent, arc and chord bearing and length of curved boundaries
- () Bearings tied to two (2) existing land monuments (and state plane coordinates when required by the city engineer).
- () Boundary lines shall be drawn heavier than street and lot lines

C. INTERIOR DIMENSION LINES:

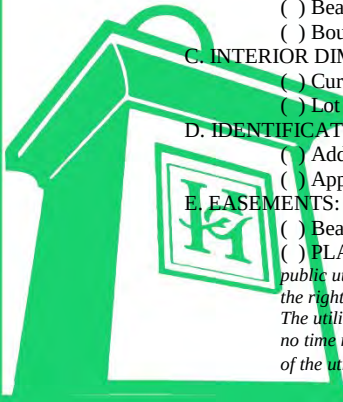
- () Curve Data chart; radius of curve, central angle, tangent, arc and chord bearing and length of curved boundaries
- () Lot lines to have bearings and lengths – physical markers are to be placed at property corners

D. IDENTIFICATION SYSTEM FOR ALL LOTS BLOCKS AND STREETS:

- () Addresses for each lot shall be shown
- () Approved street names with appropriate coordinates corresponding to Salt Lake Count Addressing requirements

E. EASEMENTS:

- () Bearings and dimensions and locations shown
- () PLAT NOTE: " Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility service within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE. "



F. STREETS, PRIVATE & PUBLIC IMPROVEMENTS:

() Bearings dimensions of all private streets, lanes, roads with PLAT NOTE:

1) "No City Maintenance Provided On Private Streets"

2) "No parking on Streets Dedicated as Emergency Access"

() Hatched location and dimensions of area(s) dedicated to the public right of way

() location of all monuments, fire hydrants and streetlights to be installed

G. "CERTIFICATE OF SURVEY" WITH DESCRIPTION & SIGNATURE AND SEAL OF SURVEYOR LICENSED IN THE STATE OF UTAH

H. THE "OWNERS' DEDICATION" AND ALL PROPERTY OWNERS' SIGNATURES ACKNOWLEDGED BY A NOTARY PUBLIC

☒ Title Report

☒ Proposed CC&Rs and/or maintenance agreements of private roads/sidewalks/common space

2. Depending on the determined meeting type, the application should be filed no later than **3 weeks prior** to the desired public hearing date before the planning commission. The Planning Commission generally meets on the 1st and 3rd Tuesday of the month

Application Procedure and Process as per 13.85

1. With 1 week of application, the Technical Review Committee will review your application for completeness and may require additional information
2. The development director shall send recommendation of the TRC and Chief Building Official to Planning Commission; [refer for 13.85.080, .090 and .100](#) for approval details and required steps
3. The agenda on which this item will be appear will be available/posted 24hours prior to the meeting
4. *The basis for rejection of a plat amendment shall be based upon the community development director's findings of circumstances which would constitute a substantially increased hazard to the health, safety, welfare, or convenience of the general public or of prospective buyers or guests in the condominium project, he or she may recommend denial of the project to the planning commission. its nonconformance to adopted rules, regulations and ordinances currently in force, its lack of conformance with the approved preliminary plan, technical inaccuracies or insufficiencies, or poor workmanship in preparation of the plat and associated documents.*
5. Upon receiving an approval, you will receive the decision with findings and requirements (if any) of your project including your next steps to prepare the approved drawing upon Mylar material.
6. Obtain Outside Entity Signatures; Health Department, and Owner(s) signatures
7. Obtain internal department signatures – staff will route the plat to different departments. Once Mylar is completely signed it will be release to record

TITLE BLOCKS FOR SUBDIVISION MYLARS

HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, A.D.

_____, SALT LAKE COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, A.D. _____.

_____, PLANNING COMMISSION CHAIR

COMMUNITY & ECONOMIC DEVELOPMENT

APPROVED THIS _____ DAY OF _____ A.D.,

_____, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

CITY ATTORNEY

APPROVED THIS _____ DAY OF _____ A.D.,

_____, CITY OF HOLLADAY ATTORNEY

CITY ENGINEER

APPROVED THIS _____ DAY OF _____ A.D.,

_____, CITY OF HOLLADAY ENGINEER

CITY OF HOLLADAY

APPROVED AND ACCEPTED THIS _____ DAY OF _____ A.D. _____

ATTEST:

_____, RECORDER

_____, CITY MANAGER

RECORDED#

STATE OF UTAH, COUNTY OF SALT LAKE,

RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____ FEE

_____, SALT LAKE COUNTY RECORDER

**If the mylar is to be signed by an officer of a corporation, the following acknowledgment for the notary public will be required.*

ACKNOWLEDGMENT

On ____ (Date) ____, ____ (Signee) ____ personally appeared before me who being by me duly sworn, did say that he is the said ____ (Office) ____ of ____ (Company) ____, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ____ (Signee) ____ duly acknowledged to me that said corporation executed the same.

± If the mylar is to be signed by a trustee the following acknowledgment for each co-trustee

TRUSTEE ACKNOWLEDGMENT

On ____ (Date) ____, ____ (Signee) ____ personally appeared before me who being by me duly sworn, testified to me that (he/she) is a co-trustee of the ____ (Name of Trust) ____ Dated ____ (Date) ____, and that the said owners dedication was signed by ____ (him/her) ____ in behalf of said trust and that the said co-trustee executed the same.

WHERE APPLICABLE:

CITY COUNCIL

APPROVED THIS ____ DAY OF ____, A.D. ____ BY THE CITY OF HOLLADAY CITY COUNCIL.

____ MAYOR

AMENDED FINAL PLATS:

Requires all of the above listed items and the following additional note

Plat Vacation Notice

The City of Holladay is satisfied that neither the public nor any person will be materially injured by the vacation of ____ (Lot number, Plat number and Subdivision name).

____ (Lot number, Plat number and Subdivision name) is hereby vacated.

My COMMISSION EXPIRES: _____

Property Conditions Report

Friday, July 28, 2023

Owner: Highland 4141, LLC

Owner Address: 1113 South 500 West, Bountiful, UT 84010

Project Name: Holladay 4141 Office Remodel

Project Address: 4141 Highland Drive, Salt Lake City, UT 84124

Description:

- The original building was complete in 1990. It is currently being remodeled and will be complete by the end of the year 2023.
- The structure of the existing building appears to be sound. There are some small structural modifications that are being completed during the remodel and there is a Utah Licensed Structural Engineer approving all structural changes. The roof is being replaced as part of the remodel of the building. It appears that the foundation is in good shape. The Mechanical System will be completely replaced including a new Rooftop Air Handler. The main Electrical Distribution System will be upgraded and remodeled spaces will be installed per current code. The current Electrical Service will remain the same with the capacity of 1,200 KW. It will be distributed to individual panels for each condominium Suite. Minor Plumbing work will take place, mainly the replacement of all plumbing fixtures in the restrooms. The existing Elevator is operational and current on required inspections.
- The main waterline into the building will remain as currently plumbed and branches to the restrooms located in the common hallways of the building. Other plumbing lines will be sized according to need as Tenant Improvements are performed and will be verified that the existing water and sewer mainlines are appropriate in size.
- The Suites will share a common power meter and water meter and costs for all utilities will be assessed based on usage as monitored by the HVAC system per the Declaration of Condominium documents.
- There are no private streets on the property, so the conditions are N/A.
- The paving of the driveways and parking areas are to receive Slurry Seal and Restriping of the Parking. ADA parking, and curb and gutter cuts to access the sidewalk will be installed. Deteriorating sidewalks and curb and gutter will be replaced as per Site Plan.
- There are currently no known conditions constituting deficiencies.
- The only conditions that would require repair or replacement within the next five (5) year period would be interior walls, doors, flooring, and ceilings in spaces that are

currently unfinished. These will be addressed as new tenants and owners of those Suites are identified.

- The building is currently under remodel construction and has received a building permit for this work from Holladay City. Once complete, the Building Code Official will sign off an occupancy permit and the building will be up to current building codes.

Respectfully,
Mike MacFarlane
Stout Building Contractors

Property Schedule, Phasing, and Addressing

Monday, July 24, 2023

Owner: Highland 4141, LLC

Owner Address: 1113 South 500 West, Bountiful, UT 84010

Project Name: Holladay 4141 Office Remodel

Project Address: 4141 Highland Drive, Salt Lake City, UT 84124

Schedule:

- The current remodel of the property started Demolition June 29, 2023 and remodel of the building will be complete by the end of the year 2023.

Phasing:

- The construction and availability of the condominium Suites will be completed as follows:
 - o Suites 101, 102, and 104 are currently being occupied with the occupants of 104 anticipating moving back into Suite 204 when remodel associated with Glazing replacement of that area has been complete.
 - o Phase one demolition and construction is currently taking place in Suites 103, and the entire 3rd Floor including Suites 301, 302, 303, and 304. These portions will remain unfinished, but connected to Electrical and Mechanical systems that will be built out for new tenants per their requirements prior to being occupied. Mechanical and Electrical rough-in will be complete under phase 1.
 - o Suites 201, 202, 203, and 204 will remain as currently built out, with minor changes to accommodate the reconfiguration of the glazing system, and upgrades to Electrical and HVAC Systems consistent with the remaining building. The walls and floors will be patched, and the glazing replaced before the occupants move back into those Suites.
 - o The common areas of the entrance lobbies and hallways will be upgraded with new flooring, ceilings, paint, glazing, stair railings, and a new ADA bridge replacing the existing bridge on the east side of the building. All common restrooms will receive all finishes including new tile flooring, paint, toilet compartments, plumbing fixtures, lighting, and HVAC.
 - o The emergency exit stairways at the North and South of the building will remain as existing, other than storefront entrances and glazing will be replaced.

- o Future phases of TI Build Out will occur when new owners of each Suite have been established.

Addressing:

- The Primary address of the Condominium is 4141 South Highland Drive, Holladay, UT 84124. Each Suite will be designated by its Suite number in the address.
 - o Example:

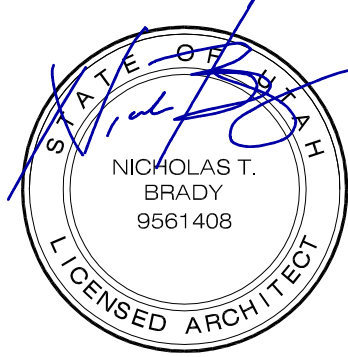
Occupant Name

4141 South Highland Drive, Suite **302**

Salt Lake City, UT 84124

Respectfully,
Mike MacFarlane
Stout Building Contractors





4/24/23

REVISIONS		
1	ASI 01	07/06/23

4141 S HIGHLAND DRIVE

HOLLADAY, UT

SITE PLAN

SCALE: 1" = 20'-0"
APRIL 24, 2023
222401AS1.dwg

AS.1

KEY NOTES

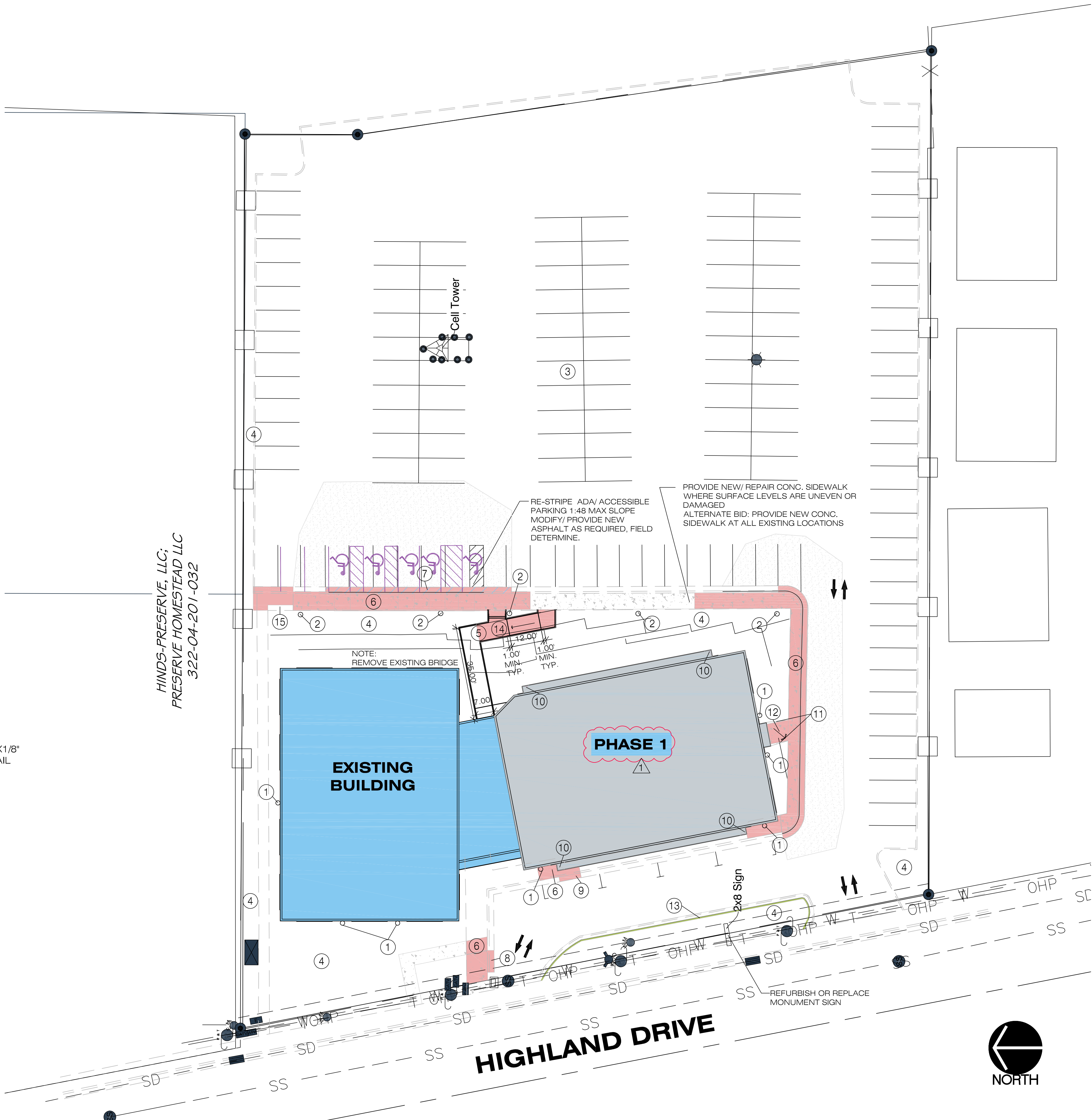
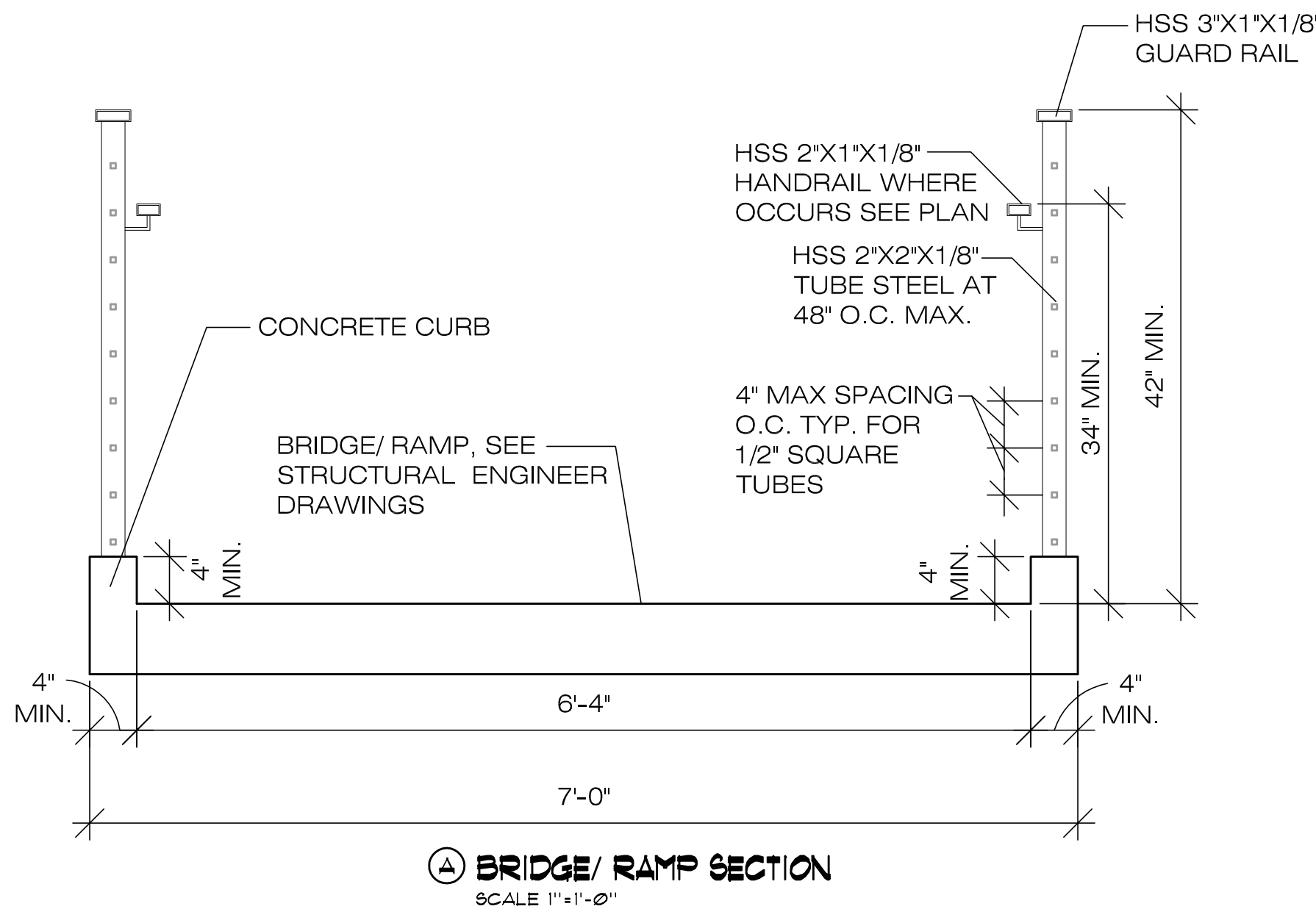
- NEW 14" LED HAMILTON OUTDOOR LIGHT TUBE DOWNLIGHT DECORATIVE SCONCE HH1334-L, BLACK.
- REPLACE EXISTING PATHWAY LIGHTING WITH NEW SOLUS 42" X 6.3" 120 VOLT TO 277 VOLT ROUND LINE-VOLTAGE BLACK LED BOLLARD LIGHT EXTERIOR SURFACE MOUNTED ALUMINUM.
- SLURRY SEAL & RESTRIPE PARKING LOT
- LANDSCAPE TO BE MODIFIED, SEE LANDSCAPE PLANS.
- COORD. CONSTRUCTION OF BRIDGE, STAIR, AND RAMP W/ CIVIL ENGINEER AND STRUCTURAL ENGINEER. SEE DETAIL A ON SHEET AS.1.
- CONCRETE TO BE REPLACED.
- NEW ADA ACCESS CURB AND GUTTER.
- REPAIR DRAIN AND ATTACH GUTTER.
- ADD DRAINAGE TO STORM WATER LINE
- PROVIDE NEW FOOTING TO SUPPORT STEEL STRUCTURE FOR WINDOWS.
- TAC WELD NEW RAILS
- PULL TOP OFF OF LANDING PAD AND REPLACE WITH BETTER SLOPE FOR DRAINAGE.
- WALL SAW CUT CONCRETE RETAINING WALL TO MAKE IT INTO A CURB, LEVEL WITH THE SIDEWALK.
- PROVIDE NEW CONCRETE STAIR AND LANDING TO CONNECT TO METAL GRATE BRIDGE.
- SAW CUT AROUND THIS AREA TO LEAVE THE HAND RAILS ALONE AND MATCH ELEVATION ON POURBACK.

SHEET NOTES

1. ALL STEEL FABRICATIONS INCLUDING STEEL STAIRS AND LADDERS, GUARDS AND HANDRAILS AND THEIR ATTACHMENT TO STRUCTURE MUST BE DESIGNED AND PROVIDED WITH A STAMP BY A UTAH LICENSED ENGINEER TO MEET ALL REQUIREMENTS OF 2018 IBC TABLE 1607.1.

2. THE TOP OF HANDRAILS AND HANDRAIL EXTENSIONS SHALL NOT BE PLACED LESS THAN 34 INCHES NOR MORE THAN 38 INCHES ABOVE LANDINGS AND THE NOSING OF TREADS. HANDRAILS SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIRS AND BOTH HANDRAIL SHALL EXTEND IN THE DIRECTION OF THE STAIR RUN NOT LESS THAN 12 INCHES BEYOND THE TOP RISER NOR LESS THAN 12 INCHES BEYOND THE BOTTOM RISER. ENDS SHALL BE RETURNED OR SHALL HAVE ROUNDED TERMINATIONS OR BENDS.

3. COORD. CONSTRUCTION OF STAIR W/ ARCHITECT/ ENGINEER PRIOR TO WORK.



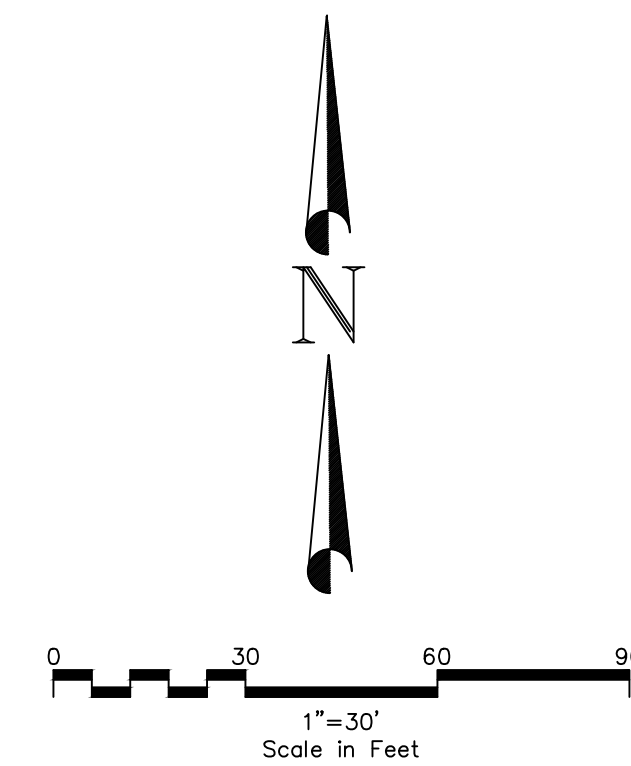
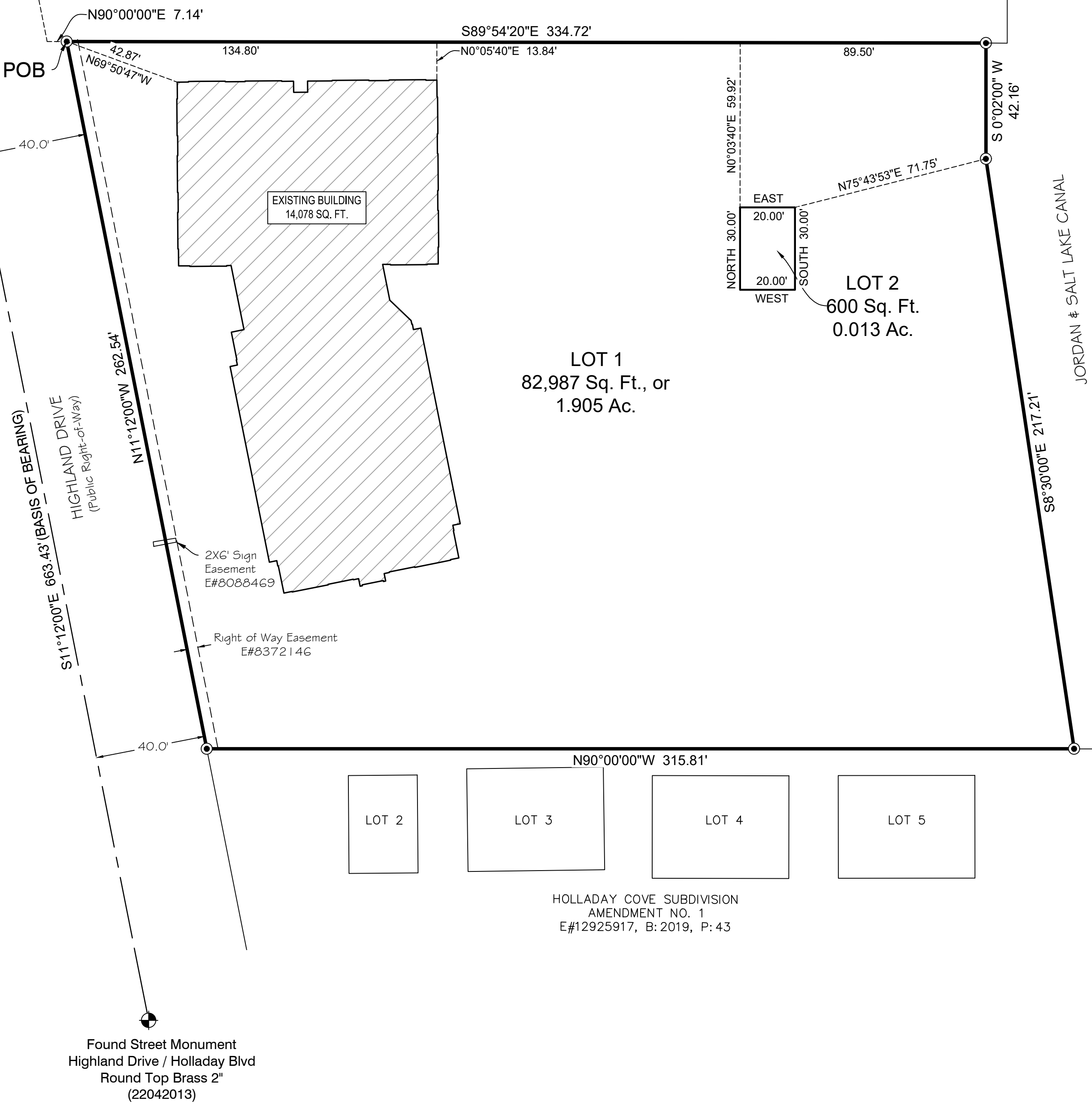
HIGHLAND 4141 OFFICE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 2 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

Calculated North Quarter
Section 4, T.2S., R.1E.

Found Street Monument
Highland Drive / 4115 South
Round Top Bras 2"
(16334006)

Calculated Sandstone
Monument. Established from
Street Monument

HINDS-PRESERVE, LLC;
PRESERVE HOMESTEAD LLC
322-04-201-032



LEGEND

- Boundary Line
- Adjacent Parcel Line
- Road Right-of-Way
- Road Centerline
- Lot Line
- Section Line
- Easement Line
- Private Ownership
- Common Area
- Set Rebar and Cap stamped
CIR Engineering

OWNER:
HIGHLAND 4141, LLC

DEVELOPER:

SHEET

1

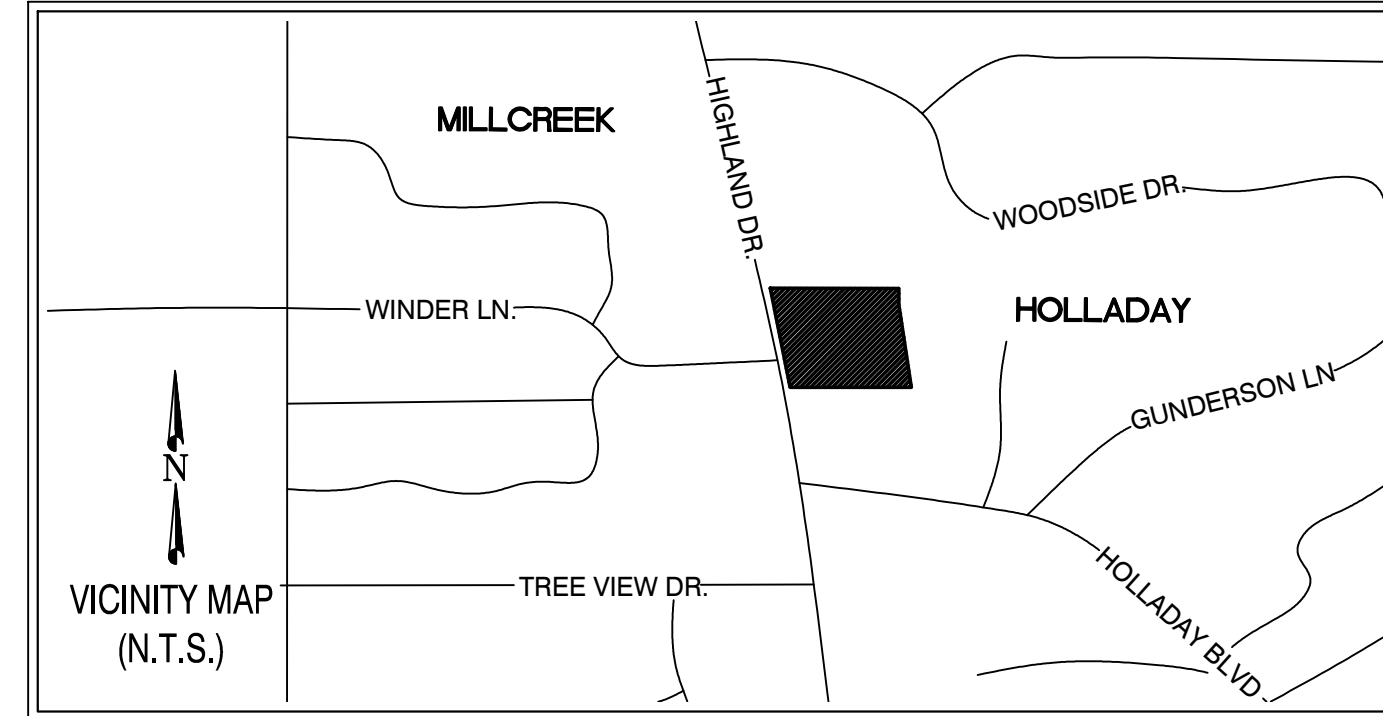
6

PREPARED BY:

CIR

CIVIL ENGINEERING
+SURVEYING

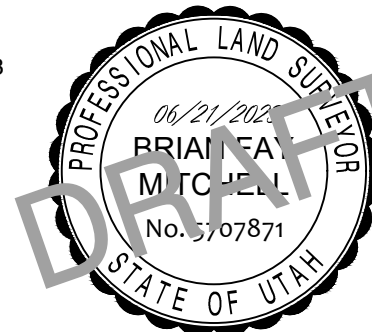
10718 South Beckstead Lane, Suite 102,
South Jordan, Utah 84095
Phone: 435-503-7641



SURVEYOR CERTIFICATE

I, BRIAN F. MITCHELL, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act; I further certify that by authority of the owners I have made a survey of the tract of land in accordance with Section 17-23-17 and have verified all measurements and that the description describes the land known as **HIGHLAND 4141 OFFICE CONDOMINIUMS**. I further certify that this condominium lat is accurate and has been prepared in compliance with the provisions of the Utah Condominium Ownership Act, and that the same has been surveyed and staked on this map, and that the building dimensions are or will be as shown on this plat.

Signed this ____ day of _____, 2023



BOUNDARY DESCRIPTION

An entire tract of land described in that Warranty Deed recorded April 27, 2022 as Entry No. 13941422 in Book 11333, at Page 2998 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Northeast Quarter of Section 4, Township 2 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the easterly right-of-way line of Highland Drive and westerly extension of an existing East-West fence, which is 33.01 feet N. 77°09'15" E. to a calculated position of and old sandstone monument (not found) and 130.53 feet S. 11°12'00" E. and 7.14 feet East from a Round Top Brass Street Monument at approximately 4115 South / Highland Drive, said monument being S. 77°00'00" E. 36.00 feet from the North Quarter Corner of said Section 4; thence S. 89°54'20" E. 334.72 feet along said extension and existing East-West fence described in that Quit Claim Deed recorded December 1, 1983 as Entry No. 3875909 in Book 5511, at Page 1936 in the Office of said Recorder to a westerly right-of-way line of Jordan and Salt Lake Canal; thence along said westerly right-of-way line the following two (2) courses: 1) S. 00°02'00" West 42.16 feet; 2) S. 08°30'00" E. 217.21 feet; thence West 315.81 feet to said easterly right-of-way line of Highland Drive; thence N. 11°12'00" W. 262.54 feet along said easterly right-of-way line to the **Point of Beginning**.

Said tract of land contains 82,987 sq. ft. in area or 1.905 Ac. more or less. 2 Lots.

OWNERS DEDICATION

Highland 4141, LLC, the owner of the described tracts of land to be hereafter known as **HIGHLAND 4141 OFFICE CONDOMINIUMS**, does hereby dedicate for the perpetual use of the public, all streets and other property as reflected and shown on this plat to be dedicated for public use. owner(s) hereby consent(s) and give(s) approval to the recording of this plat for all purposes shown herein.

In witness whereof, I have hereunto set my hand this ____ day of _____, 2023.

Highland 4141, LLC

By: _____

Print Name: _____

By: _____

NOTARY ACKNOWLEDGMENT

State of Utah)
County of _____)

On this ____ day of _____, in the year 20____, before me, _____, a Notary Public, personally appeared the _____ of _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing owner's dedication and consent regarding the **HIGHLAND 4141 OFFICE CONDOMINIUMS** and was signed by him/her on behalf of said _____ and acknowledged that he/she/they executed the same.

Commission Number _____

My Commission Expires _____

Signature: _____

Print _____

Name: _____

A Notary Public Commissioned in Utah

HIGHLAND 4141 OFFICE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

COMMUNITY & ECONOMIC
DEVELOPMENT

Approved this ____ day of _____, 2023

Community & Economic Development Director

CITY OF HOLLADAY

Approved and accepted this ____ Day of _____, A.D. 2023.

Attest: _____ Recorder

City Manager

PLANNING COMMISSION

Approved this ____ day of _____, 2023

Planning Commission Chair

CITY ENGINEER

Approved this ____ day of _____, 2023

City of Holladay Engineer

CITY ATTORNEY

Approved as to form this ____ day of _____, A.D. 2023.

City of Holladay Attorney

HEALTH DEPARTMENT

Approved this ____ day of _____, 2023

Salt Lake County Health Department

SALT LAKE COUNTY RECORDER

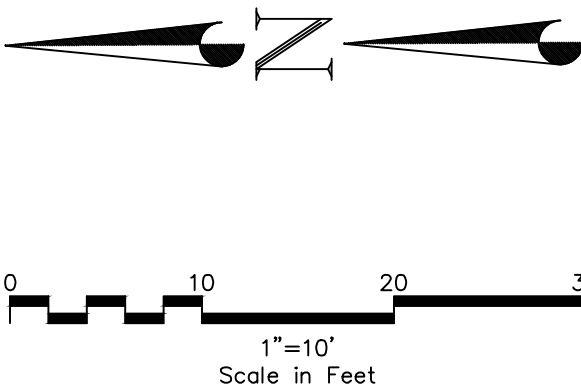
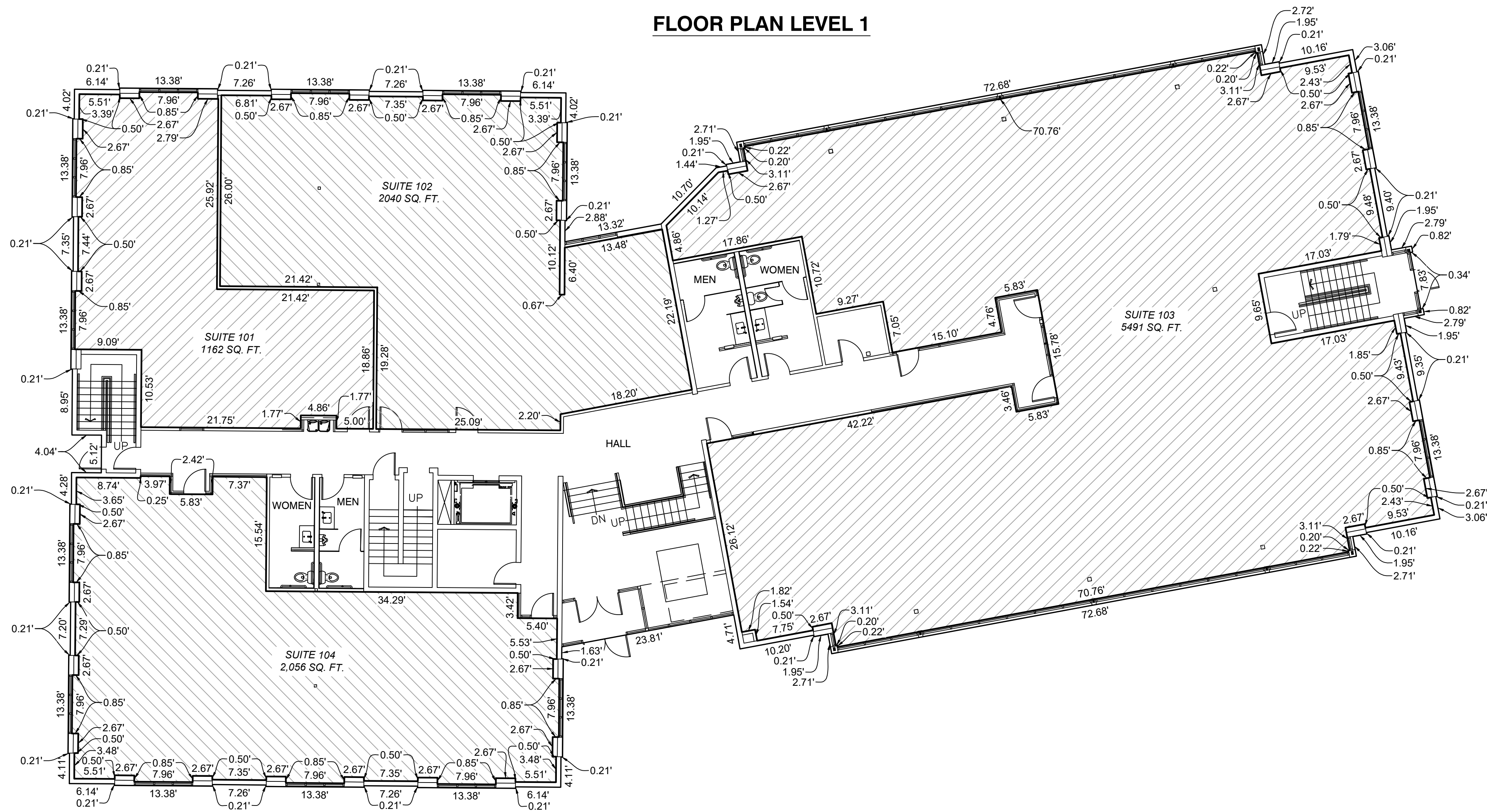
Recorded # _____
State of Utah, County of Salt Lake, Recorded and filed at the request of

Date: _____ Time: _____ Book: _____ Page: _____

Salt Lake County Deputy Recorder

HIGHLAND 4141 OFFICE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 2 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

FLOOR PLAN LEVEL 1



LEGEND

- Boundary Line
- Adjacent Parcel Line
- Lot Line
- Section Line
- Easement Line
- Private Ownership
- Common Areas

SHEET
2
6

HIGHLAND 4141 OFFICE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
HOLLADAY, SALT LAKE COUNTY, UTAH

PREPARED BY:

CIR CIVIL ENGINEERING
+ SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

SALT LAKE COUNTY RECORDER

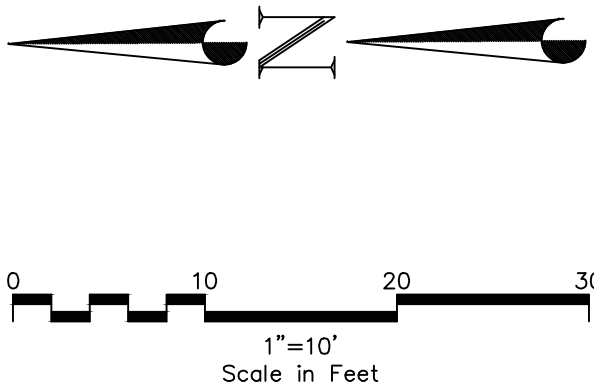
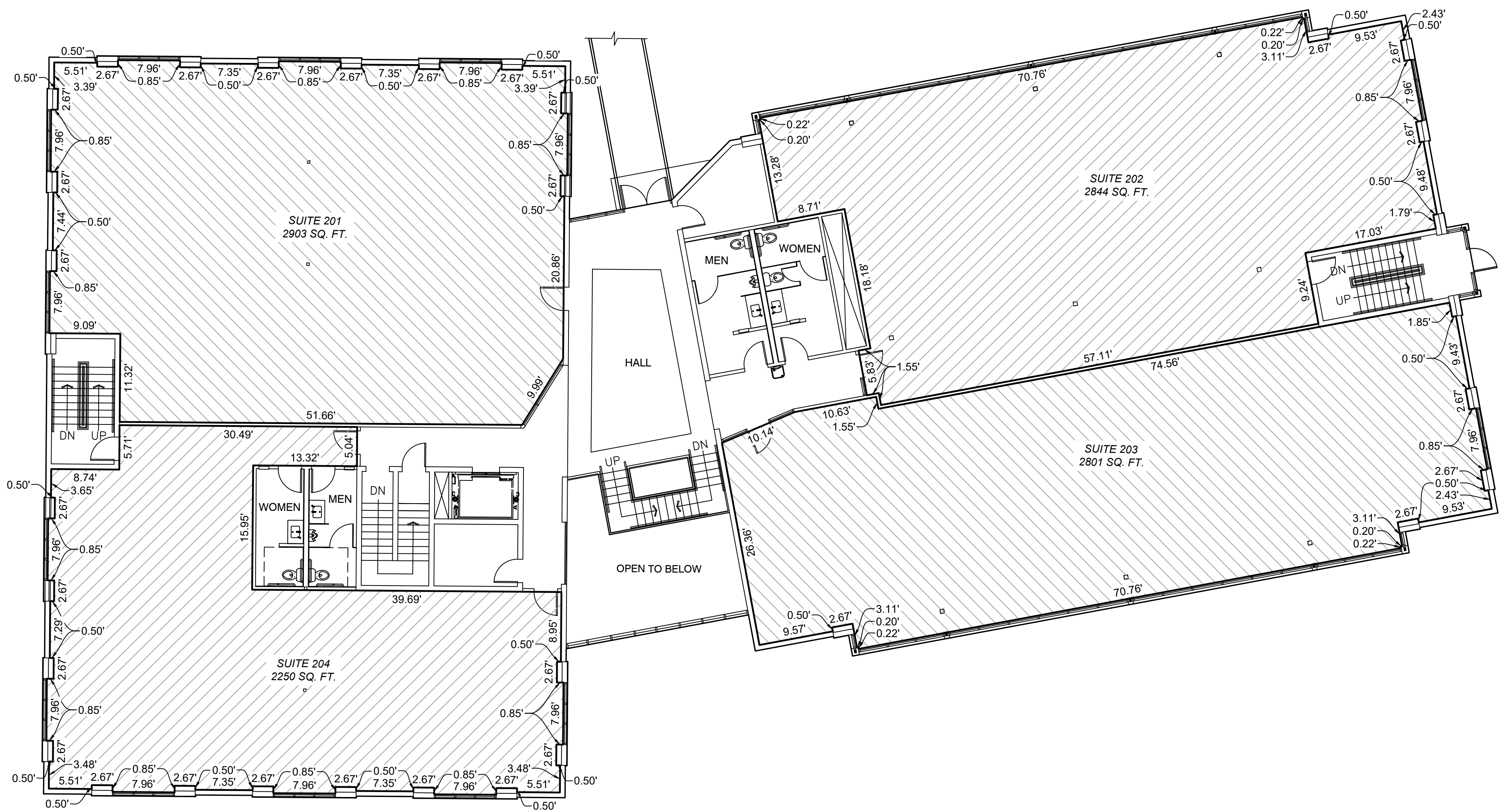
Recorded #
State of Utah, County of Salt Lake, Recorded and filed at the request of

Date: _____ Time: _____ Book: _____ Page: _____

Fee \$ _____ Salt Lake County Deputy Recorder

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SALT LAKE BASE AND MERIDIAN
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

FLOOR PLAN LEVEL 2



LEGEND

- Boundary Line
- Adjacent Parcel Line
- Lot Line
- Section Line
- Easement Line
- Private Ownership
- Common Areas

SHEET
3
6

HIGHLAND 4141 OFFICE CONDOMINIUMS
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TOWNSHIP 2 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
HOLLADAY, SALT LAKE COUNTY, UTAH

PREPARED BY:

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SALT LAKE COUNTY RECORDER

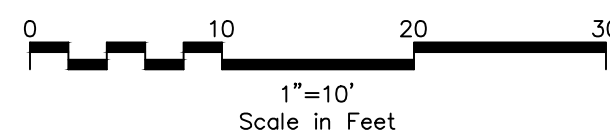
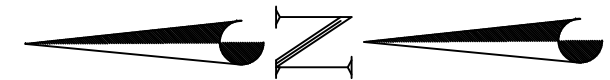
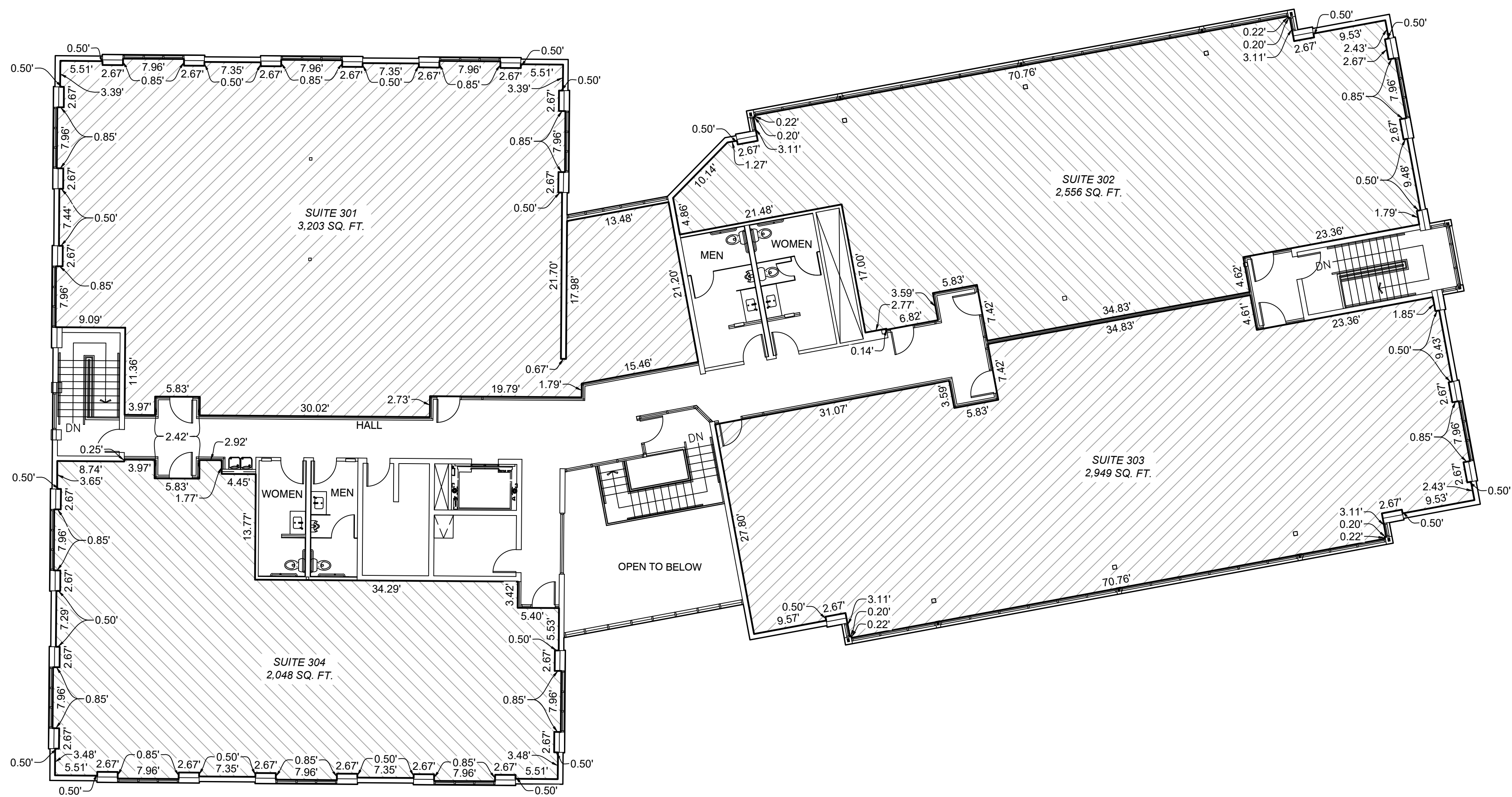
Recorded # _____
State of Utah, County of Salt Lake, Recorded and filed at the request of _____

Date: _____ Time: _____ Book: _____ Page: _____

Fee \$ _____ Salt Lake County Deputy Recorder

HIGHLAND 4141 OFFICE CONDOMINIUMS
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SALT LAKE BASE AND MERIDIAN
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

FLOOR PLAN LEVEL 3



LEGEND

- Boundary Line
- Adjacent Parcel Line
- Lot Line
- Section Line
- Easement Line
- Private Ownership
- Common Area

SHEET

4

6

HIGHLAND 4141 OFFICE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
HOLLADAY, SALT LAKE COUNTY, UTAH

PREPARED BY:

CIR CIVIL ENGINEERING
+ SURVEYING

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

SALT LAKE COUNTY RECORDER

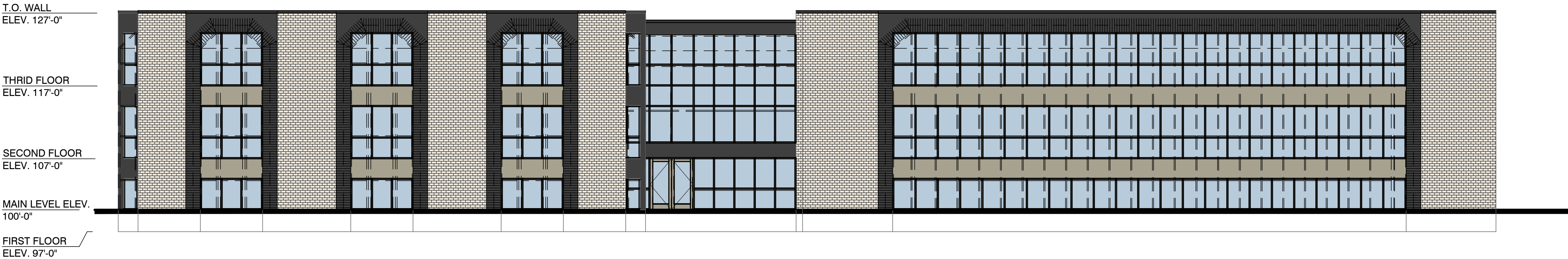
Recorded # _____
State of Utah, County of Salt Lake, Recorded and filed at the request of _____

Date: _____ Time: _____ Book: _____ Page: _____

Fee \$ _____ Salt Lake County Deputy Recorder

HIGHLAND 4141 OFFICE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 2 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

BUILDING 1
FRONT ELEVATION



BUILDING 1
NORTH SIDE ELEVATION



LEGEND

- Boundary Line
Adjacent Parcel Line
Lot Line
Section Line
Easement Line
Private Ownership
Common Areas

SHEET
5
6

HIGHLAND 4141 OFFICE CONDOMINIUMS
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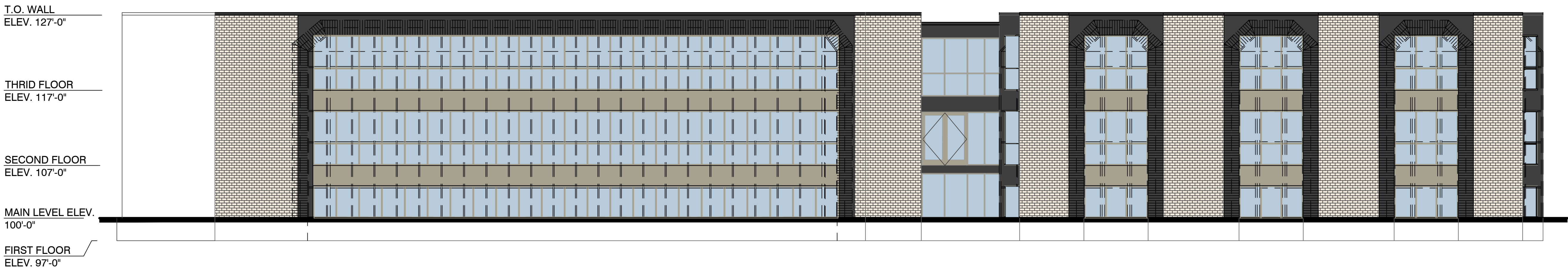
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Date: Time: Book: Page:

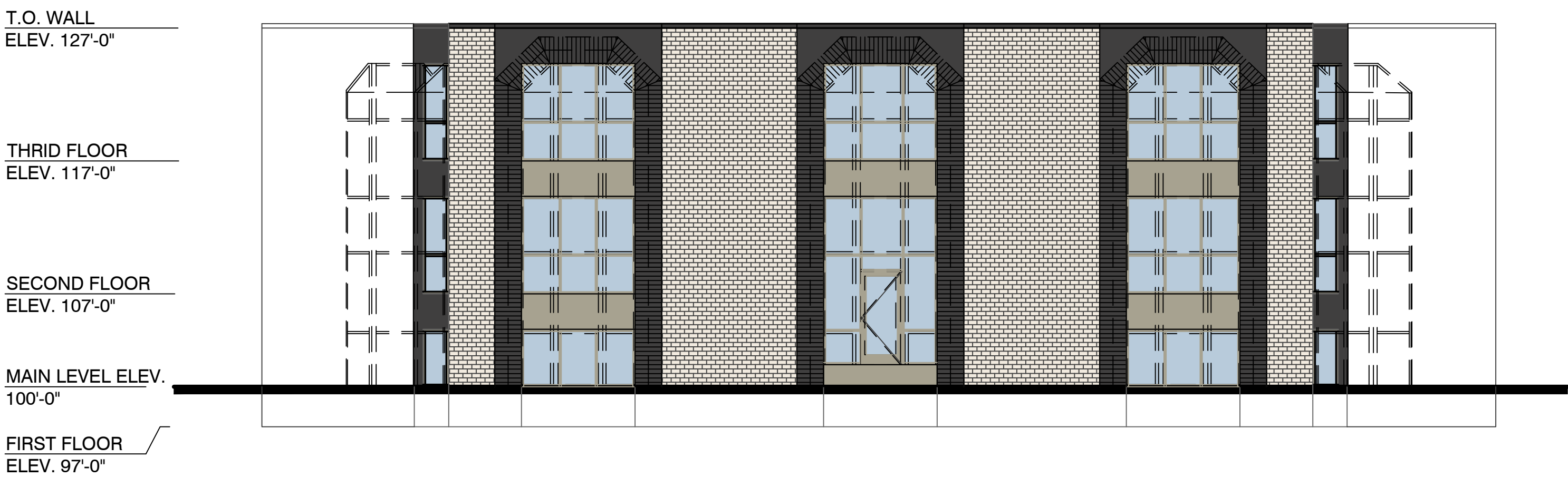
Fee \$ Salt Lake County Deputy Recorder

HIGHLAND 4141 OFFICE CONDOMINIUMS
LOCATED IN THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 2 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

BUILDING 1
BACK ELEVATION



BUILDING 1
SOUTH SIDE ELEVATION



LEGEND

- Boundary Line
- Adjacent Parcel Line
- Lot Line
- Section Line
- Easement Line
- Private Ownership
- Common Areas

SHEET
6
6

HIGHLAND 4141 OFFICE CONDOMINIUMS
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SALT LAKE COUNTY RECORDER

Recorded # _____
State of Utah, County of Salt Lake, Recorded and filed at the request of _____

Date: _____ Time: _____ Book: _____ Page: _____

Fee \$ _____ Salt Lake County Deputy Recorder



DocQuery

All Documents

Parcel Number • 22-04-201-023-0000

Active Parcel Number

Parcel Owners:

HIGHLAND 4141, LLC

Property Description For Taxation Purposes Only

BEG E 73 FT & S 11°12' E 130.53 FT FR N 1/4 COR OF SEC 4, T 2S, R 1E, S L M; S 11°12' E 262.54 FT; E 315.81 FT M OR L TO W R OF W LINE OF JORDAN & SALT LAKE CANAL; N 8°30' W ALG SD W LINE 217.21 FT; N 0°02' E 42.16 FT; N 89°54'20" W 334.72 FT TO BEG. 1.9 AC M OR L. 5991-1933 5991-1935 6741-1249 7142-0346 9045-4398 9261-2016 10264-929

Total Documents Found • 57

Entry	Document Type	Book	Page	Date	Consideration	FirstParty	SecondParty
5006700	TRUST DEED	6279	486	12/28/1990	400,000.00	SMITH, RICHARD L	ZIONS FIRST NATL BK
5006705	TRUST DEED	6279	502	12/28/1990	515,481.48	WINYARD ASSOC PTR	ZIONS FIRST NATL BK
5267736	NOTICE OF DEFAULT	6466	2260	6/4/1992		ZIONS FIRST NATL BK TR SMITH, RICHARD L	TO WHOM IT MAY CONCERN
5267737	NOTICE OF DEFAULT	6466	2263	6/4/1992		ZIONS FIRST NATL BK TR SMITH, RICHARD L	TO WHOM IT MAY CONCERN
5302157	MODIFICATION AGREEMENT	6493	2081	7/30/1992		RIEL INV CO LTD PTR WINYARD ASSOC LTD PTR SECURITY BENEFIT LIFE INS CO ALLSTATE LIFE INS CO SMITH, SIRKKA L SMITH, RICHARD L	ALLSTATE LIFE INS CO SMITH, RICHARD L SECURITY BENEFIT LIFE INS CO RIEL INV CO LTD PTR SMITH, SIRKKA L WINYARD ASSOC LTD PTR
5303282	ASSIGNMENT (CONTR, MTGE, TRD)	6494	2354	7/31/1992	VAL	LINCOLN BENEFIT LIFE CO	ALLSTATE LIFE INS CO
5303283	AGREEMENT	6494	2356	7/31/1992		RIEL INV CO LTD PTR ALLSTATE LIFE INS CO SECURITY BENEFIT LIFE INS CO SMITH,	SMITH, RICHARD L RIEL INV CO LTD PTR ALLSTATE LIFE INS CO

						SIRKKA L WINYARD ASSOC LTD PTR SMITH, RICHARD L	SECURITY BENEFIT LIFE INS CO WINYARD ASSOC LTD PTR SMITH, SIRKKA L
5303284	SUBSTITUTION OF TRUSTEE	6494	2411	7/31/1992		SMITH, MURIEL M SMITH, HENRY LAVAR	ARGYLE, WESLEY C TR
5303285	RECONVEYANCE & FINAL RECON	6494	2413	7/31/1992		ARGYLE, WESLEY C TR	WINYARD ASSOC PTR
5303286	PARTIAL RECONVEYANCE	6494	2415	7/31/1992		ZIONS FIRST NATL BK TR	SMITH, RICHARD L
5303287	RECONVEYANCE & FINAL RECON	6494	2418	7/31/1992		ZIONS FIRST NATL BK TR	WINYARD ASSOC
5303288	SUBORDINATION	6494	2420	7/31/1992		SMITH ADMINSTRATORS R L SMITH ENTRPR INC	ALLSTATE LIFE INS CO
5441218	SUBSTITUTION OF TRUSTEE	6609	1865	2/24/1993		ALLSTATE LIFE INS CO SECURITY BENEFIT LIFE INS CO	HENRIKSEN, MARILYN M TR
5442039	NOTICE OF DEFAULT	6610	1312	2/25/1993		WINYARD ASSOC LTD PTR HENRIKSEN, MARILYN M TR RIEL INV CO LTD PTR	TO WHOM IT MAY CONCERN
5446014	TRUST DEED	6613	2746	3/2/1993	300,161	SMITH, RICHARD LYNN	CAPITAL CITY BK
5446028	RECONVEYANCE & FINAL RECON	6613	2775	3/2/1993		ZIONS FIRST NATL BK TR	SMITH, RICHARD L
5446029	RECONVEYANCE & FINAL RECON	6613	2777	3/2/1993		ZIONS FIRST NATL BK TR	SMITH, RICHARD L
5449355	CANCELLATION NOTICE OF DEFAULT	6616	910	3/8/1993		HENRIKSEN, MARILYN M TR	WINYARD ASSOC LTD PTR REIL INV CO LTD PTR
5473232	NOTICE OF DEFAULT	6635	2606	4/8/1993		HENRIKSEN, MARILYN M TR RIEL INV CO LTD PTR WINYARD ASSOC LTD PTR	TO WHOM IT MAY CONCERN
5590684	TRUSTEE'S DEED	6741	1249	8/30/1993	1,450,000.00	BRANCH, MARILYN M TR HENRIKSEN, MARILYN M TR	SECURITY BENEFIT LIFE INS CO
5751392	TRUST DEED	6883	813	3/1/1994	359,786.55	SMITH, RICHARD L SMITH, RICHARD LYNN	CAPITAL CITY BK
5753756	RECONVEYANCE & FINAL RECON	6885	266	3/2/1994		CAPITAL CITY BK TR	SMITH, RICHARD L SMITH, RICHARD LYNN

5882640	QUIT CLAIM DEED	6987	2888	7/26/1994	10.00	VANBEEKUM INV ENTRPRS	SMITH, RICHARD LYNN
5882641	WARRANTY DEED	6987	2890	7/26/1994	10.00	SMITH, RICHARD LYNN	COOK, VANCE L
5882642	TRUST DEED	6987	2892	7/26/1994	169,120	COOK, VANCE L	GREAT WESTERN THRIFT & LN VEASY, PAUL D TR
5884120	PARTIAL RECONVEYANCE	6988	2618	7/27/1994		BANK ONE UT TR	SMITH, RICHARD LYNN
6070306	SPECIAL WARRANTY DEED	7142	346	5/1/1995	10.00	ALLSTATE LIFE INS CO SECURITY BENEFIT LIFE INS CO	ZIONS FIRST NATL BK
6201498	RECONVEYANCE & FINAL RECON	7259	2406	10/30/1995		VEASY, PAUL D TR	COOK, VANCE L JT
6989727	NOTICE OF LIEN	8002	1980	6/9/1998	9,455	ZIONS FIRST NATL BK	MAR KAY ENTRPRS RICHARDS, J LAMAR
8088467	AGREEMENT	8540	812	12/12/2001	1,000	SALT LAKE CO ZIONS FIRST NATL BK	ZIONS FIRST NATL BK SALT LAKE CO
8088468	EASEMENT OR GRANT OF EASEMENT	8540	817	12/12/2001	10.00	ZIONS FIRST NATL BK	SALT LAKE CO
8088469	AGREEMENT	8540	819	12/12/2001		ZIONS FIRST NATL BK SALT LAKE CO	SALT LAKE CO ZIONS FIRST NATL BK
8337467	ORDINANCE	8640	6091	8/30/2002		HOLLADAY CITY MUNICIPAL COUNCI	TO WHOM IT MAY CONCERN
8337468	PLAT	2002P	237	8/30/2002		NORTH HOLLADAY ANNEXATION	TO WHOM IT MAY CONCERN
8372146	RIGHT OF WAY	8658	6417	10/1/2002		ZIONS FIRST NATL BK	PACIFICORP
9190455	WARRANTY DEED	9045	4398	10/5/2004		ZIONS FIRST NATL BK	COSTA INV CO LLC HIGHLAND DRIVE ASSOC LC
9190456	TRUST DEED	9045	4400	10/5/2004	1,950,000	COSTA INV CO LLC HIGHLAND DRIVE ASSOC LC	SUN LIFE ASSURANCE CO CANADA FIRST AMERICAN TITLE INS CO TR
9190457	ASSIGNMENT (CONTR, MTGE, TRD)	9045	4439	10/5/2004		COSTA INV CO LLC HIGHLAND DRIVE ASSOC LC	SUN LIFE ASSURANCE CO CANADA
9190458	AGREEMENT	9045	4457	10/5/2004		HIGHLAND DRIVE ASSOC LC CITY INV INC SUN LIFE	SUN LIFE ASSURANCE CO CANADA HIGHLAND

						ASSURANCE CO CANADA COSTA INV CO LLC	DRIVE ASSOC LC COSTA INV CO LLC CITY INV INC
9192620	AGREEMENT	9046	4359	10/7/2004		COSTA INV CO LLC HIGHLAND DRIVE ASSOC LC	COSTA INV CO LLC HIGHLAND DRIVE ASSOC LC
9649969	TERMINATION (ANY KIND)	9261	2013	3/1/2006		COSTA INV CO LLC HIGHLAND DR ASSOC LC	HDA OF COSTAS TC
9649970	SPECIAL WARRANTY DEED	9261	2016	3/1/2006		COSTA INV CO LLC	HIGHLAND DR ASSOC LC TC
11855076	FINANCE STATEMENT	10233	3125	5/27/2014		ALTA MEDICAL MGMT	WELLS FARGO EQUIPMENT FIN
11855077	FINANCE STATEMENT	10233	3128	5/27/2014		ALTA MEDICAL MGMT	WELLS FARGO EQUIPMENT FIN
11921948	QUIT CLAIM DEED	10264	929	9/30/2014		COSTA INV CO HIGHLAND DRIVE ASSOC	HIGHLAND DRIVE ASSOC
11921949	TRUST DEED	10264	932	9/30/2014	1,350,000.00	HIGHLAND DRIVE ASSOC	AMERITAS LIFE INS CORP TITLE WEST
11921950	ASSIGNMENT (CONTR, MTGE, TRD)	10264	963	9/30/2014		HIGHLAND DRIVE ASSOC	AMERITAS LIFE INS CORP
11931062	RECONVEYANCE & FINAL RECON	10268	2031	10/17/2014		FIRST AMERICAN TITLE	HIGHLAND DRIVE ASSOC
12198055	WARRANTY DEED	10392	3896	12/31/2015		HIGHLAND DRIVE ASSOC	NANILOA INV CO
12198056	AGREEMENT	10392	3899	12/31/2015		BREWER, DOUGLAS TY AMERITAS LIFE INS BRASHER, ROBERT JAY ENSIGN, D ERIC BRASHER, JEFFREY FRANK NANILOA INV CO HIGHLAND DRIVE ASSOC NELSON, STUART D	AMERITAS LIFE INS ENSIGN, D ERIC HIGHLAND DRIVE ASSOC BREWER, DOUGLAS TY BRASHER, JEFFREY FRANK NELSON, STUART D NANILOA INV CO BRASHER, ROBERT JAY
13941422	WARRANTY DEED	11333	2998	4/27/2022		NANILOA INVESTMENT COMPANY, LLC	HIGHLAND 4141, LLC
13941423	TRUST DEED	11333	3001	4/27/2022	2,610,000.00	HIGHLAND 4141, LLC	COTTONWOOD TITLE INSURANCE AGENCY, INC MOUTNAIN WEST REIT, LLC

13941424	ASSIGNMENT (CONTR, MTGE, TRD)	11333	3042	4/27/2022		HIGHLAND 4141, LLC	MOUNTAIN WEST REIT, LLC
13954037	PLAT	11340	428	5/18/2022		SALT LAKE COUNTY COUNCIL	TO WHOM IT MAY CONCERN
13982169	SUBSTITUTION AND DEED OF RECONVEYANCE	11354	9472	7/8/2022		AMERITAS LIFE INSURANCE CORP	HIGHLAND DRIVE ASSOCIATES, LC
14124013	TRUST DEED	11429	1701	6/30/2023	6,980,000.00	HIGHLAND 4141, LLC	UTAH FIRST FEDERAL CREDIT UNION
14124014	ASSIGNMENT (CONTR, MTGE, TRD)	11429	1714	6/30/2023		HIGHLAND 4141, LLC	UTAH FIRST FEDERAL CREDIT UNION

13941422 B: 11333 P: 2998 Total Pages: 3
04/27/2022 04:06 PM By: bmeans Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Mail Recorded Deed and Tax Notice To:
Highland 4141, LLC, a Utah limited liability company
1113 South 500 West
Bountiful, UT 84010



**COTTONWOOD
TITLE**

File No.: 157714-DMF

WARRANTY DEED

Naniloa Investment Company, L.L.C., a Utah limited liability company

GRANTOR(S) of Holladay, State of Utah, hereby Conveys and Warrants to

Highland 4141, LLC, a Utah limited liability company

GRANTEE(S) of Bountiful, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Salt Lake County**, State of Utah:

SEE EXHIBIT A ATTACHED HERETO

TAX ID NO.: 22-04-201-023 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2022 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

[Signature on following page]

Dated this 26th day of April, 2022.

Naniloa Investment Company, L.L.C., a Utah
limited liability company

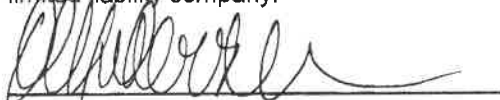
BY: 

Douglas T. Brewer
Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On 26th day of April, 2022, before me, personally appeared Douglas T. Brewer, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Naniloa Investment Company, L.L.C., a Utah limited liability company.


Notary Public

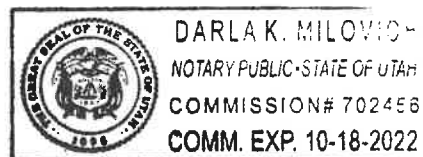


EXHIBIT A
Legal Description

Beginning at a point on the new East right of way line of Highland Drive, said point being South 11°12' East 130.53 feet and East 7.14 feet from a sandstone monument which is marked the original and said sandstone monument being located North 77°09'15" East 33.01 feet from an existing Salt Lake County monument in the center of Highland Drive, said Salt Lake County monument is calculated as being South 77°14'15" East 33.05 feet from the Northwest corner of Lot 2, Section 4, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 11°12' East along said East right of way line 262.54 feet; thence East 315.81 feet to the West right of way line of the Jordan and Salt Lake Canal; thence North 8°30' West along said West line 217.21 feet; thence North 0°02' East along said West line 42.16 feet, to that certain fence line described in a Quit Claim Deed recorded December 14, 1983 as Entry No. 3875909 in Book 5511 at Pages 1936-1937 in the Salt Lake County Recorder's Office; thence North 89°54'20" West along said fence line (equals South 89°50'14" West in said Quit Claim Deed) 334.72 feet to the point of beginning.

DECLARATION

OF

CONDOMINIUM AND

COVENANTS, CONDITIONS AND

RESTRICTIONS

FOR THE

HIGHLAND 4141 OFFICE

CONDOMINIUMS

July 2023

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIGHLAND 4141 OFFICE CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions for the Highland 4141 Office Condominiums (“Declaration”) is made and executed pursuant to the provisions of the Utah Condominium Ownership Act on the date signed below by the Highland 4141, LLC, a Utah limited liability company (“Declarant”).

RECITALS

WHEREAS, Declarant is the fee owner of the Property described in the attached Exhibit “A”; and

WHEREAS, Declarant intends to develop the Property in accordance with the Plat defined below and the terms and conditions contained herein; and

WHEREAS, Declarant intends by recording this Declaration and the Plat to impose upon the Property, the Development defined below, and all improvements now or hereafter constructed thereon or as a part thereof, mutually beneficial restrictions under a general plan of improvement for the benefit of all Units and Owners defined below;

NOW, THEREFORE, the Declarant hereby makes the following Declaration:

ARTICLE 1 GENERAL

- 1.1 **Purposes of Declaration.** Declarant desires and intends by filing this Declaration and the Map (defined below) to submit the property described in the attached Exhibit “A” and all improvements constructed thereon to the provisions of the Utah Condominium Ownership Act (“Act”) as a condominium project, and to impose upon said property mutually beneficial restrictions under the general plan of improvement for the benefit of all said condominiums and the owners thereof. It is the desire and intention of Declarant to divide the project into condominiums and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed.
- 1.2 **Declaration as Condominium.** The Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be

in furtherance of a plan for the improvement of said property and the division thereof into condominiums. The terms of this Declaration shall be deemed to run with the land and shall be a burden and benefit to Declarant, their successors and assigns and any person hiring or owning an interest in the real property and improvements and guarantees, successors, heirs, executors, administrators and assigns.

ARTICLE II DEFINITIONS

All applicable portions of the definitions as contained in the Utah Code Annotated, 1953, Section 57-8-3, as amended shall apply to this Declaration and the property, except as particularly modified or changed by individual definitions hereinafter contained.

- 2.1 **“Act”** shall mean and refer to the Condominium Ownership Act, Title 57, Chapter 8, Utah Code (1953), as the same may be amended from time to time, including any successor statutory provisions thereof.
- 2.2 **“Association”** means the Highland 4141 Owners Association, a Utah non-profit corporation, the creation of which and the articles of incorporation of which (attached as Exhibit “B”) are approved upon the adoption of this Declaration. The Association is formed for the purpose of managing, maintaining, repairing and administering the property and all buildings and improvements and Common Areas on a part of the property; of assessing, collecting and applying Common Expenses, for enforcing this Declaration, for acting as attorney-in-fact or trustee for Condominium Unit Owners as hereafter set forth, and generally for administering the property. Its only members shall be Owners of Condominium Units; provided, however, that the rights of membership may be assigned to the holder of a mortgage, deed of trust or other security instrument on a Condominium Unit as further security for a loan secured by a lien on such Condominium Unit. A person who, for any reason, ceases to be such Owner shall cease to be such member, which membership provisions shall be included in the Association's Bylaws, attached as Exhibit “C,” and made a part hereof by this reference.
- 2.3 **“Board of Directors”** or **“Board”** shall mean and refer to the board of directors of the Association and shall be charged with and have the responsibility and authority to administer the Project and to make and to enforce reasonable rules and regulations covering the operation and maintenance thereof.
- 2.4 **“Building”** means a single, three-story building containing Units as shown on the Map.
- 2.5 **“Common Area”** shall mean, refer to and include:
 - a) The real property and interests in real property which this Declaration submits to the provisions of the Act, including the entirety of the Project and all lawns, landscaping, fences, outdoor lighting, sidewalks, stairs, elevators, lobby, common bathrooms, walkways, parking lots and private ways located thereon, but excluding all individual

Units and any walls separating Units (which shall be considered party walls and governed by the Article 11 herein);

- b) All Common Areas, as above defined, which may be designated as such on the Map, and all Common Areas as defined in the Act, except party walls separating Units, whether or not expressly listed herein or on the Map;
- c) The storm drain system located within the Association's common area;
- d) All foundations, columns, beams, interior load bearing walls, and supports of the Building;
- e) Any stairs, entrances, exits, and landings which are designed for the use of more than one Unit and which are not contained within a Unit;
- f) Those portions of the exterior walls of the Building (excluding glass in windows) beyond the exposed face of the dry wall on the Unit side of such walls; and the roof;
- g) All installations and equipment designed and intended to provide utility services for common use, including (but not limited to) telephone, electricity, gas, water, sewer, heat, ventilation and air conditioning (including all pipes, ducts, vents, wires, cables, and conduits designed and intended for common use in connection therewith), whether or not located within the horizontal and vertical boundaries of a Unit, but excluding from such installations and equipment all parts thereof, and all items affixed or connected thereto, located within the exterior boundaries of a Unit and designed and intended for the sole use of such Unit;
- h) All sewer laterals located in the Common Area between the City's main sewer line and the Building;
- i) All apparatus and equipment designed and intended for common use such as (but not limited to) pumps, motors, fans, clocks, compressors and control apparatus and equipment, whether or not located within the horizontal and vertical boundaries of a Unit, but excluding from such apparatus or equipment all parts thereof, and all items affixed or connected thereto, located within the exterior boundaries of a Unit and designed and intended for the sole use of such Unit;
- j) All cleaning and maintenance equipment and other personal property at any time leased, acquired, owned, or held by the Association for the common use or benefit of all Owners; and,
- k) All other parts of the Project designed and intended for, or normally in, common use or necessary or convenient to the existence, maintenance, safety, or management of the Project.

The term "Common use", as used in this definition, includes without limitation, use by or for any two or more Units.

- 2.6 **“Common Expenses”** means the expenses of administration; of maintenance and repair of the parking lot and grounds, including, but not limited to, landscaping, snow removal, garbage removal, and all other Common Areas located outside of any building constructed or to be constructed upon the property; of repair and maintenance of the Common Areas associated with the Building, including, but not limited to, caring for roofs, walls and supports of the building (except party walls), and those portions of the building that are not part of the Limited Common Area; reserve for repair, maintenance, taxes and other charges including fire and other hazard insurance premiums, and a liability insurance policy which policy, in addition to public liability, shall cover repair and construction work to all Common Area property, Limited Common Area and the assets and property owned or to be maintained by the Association. Such Common Expenses shall be paid according to the proportions listed in the attached Exhibit “D” and in amounts and at times determined reasonable and necessary by the Association for the best good and convenience of all condominium Owners. Maintenance and repair of Limited Common Area shall not be a Common Expense even though the insurance coverage shall be purchased and paid for as a Common Expense to cover repair of Limited Common Area, the intent being that Unit Owners shall repair and maintain the Limited Common Area associated with their Unit unless the insurance coverage shall otherwise cover the cost of repair.

Fixtures or appliances that exist separately to serve only one Unit, such as air conditioning units installed on the roof of the Building, shall be maintained and repaired at the sole cost of the Unit Owner for whose benefit the fixture or appliance exists, even if the fixture or appliance is located in the Common Area. Other items, such as the electrical service, natural gas service, and any other utility that is separately billed or assessed, shall be paid for by the Unit Owner receiving the service, but the cost for any physical maintenance or repair shall be the responsibility of the Unit Owner only from the point the utility service exits the wall and enters the Unit. Unless metered separately, water, sewer, electricity and natural gas costs and connections shall be an Association Common Expense, and the cost for any physical maintenance or repair of the sewer system shall be the responsibility of the Unit Owner only from the point the pipes exit the wall and enter the Unit. The Association shall have the authority to install sub-meters for natural gas, electricity or water if the Board determines doing so is necessary because one or more owners uses, or is likely to use, a disproportionate amount of natural gas, electricity, or water. As a point of clarification, the Association will own, operate and maintain all sewer laterals located in the Common Area between the City’s main sewer line and the Building, and shall be responsible for any costs incurred by Unit Owners related to sewer backups caused by problems with those sewer laterals. Pursuant to Article VII below, the Association shall have authority to make assessments related to sewer maintenance costs, pay sewer charges and maintenance costs, and to enforce the same through impositions of liens.

- 2.7 **“Condominium Unit”** or **“Unit”** shall mean and refer shall mean and refer to a separate physical part of the Project intended for independent use. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and

outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows (including glass) and window frames, doors and door frames, trim, cabinets, carpeting, tile and linoleum; The concrete slab located beneath the finished flooring of each Unit shall also be part of a Unit; All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit. Walls separating Units shall be party walls and any costs to repair, maintain or replace a party wall shall be a shared expense according to the language in Article 11 below. The following are part of a Unit:

- a) lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, flooring (including the concrete slab); and any other material constituting part of the finished surface of a wall, floor, or ceiling.
- b) Any portion of a ceiling or wall (except a party wall) not listed in Subsection (a) is part of the Common Area.

2.8 **“Limited Common Area”** means those parts of the Common Area which are either limited to or reserved for the exclusive use of the Owner of a Condominium Unit or are limited to and reserved for the common use of more than one but fewer than all of the Condominium Unit Owners. Each Owner’s Limited Common Area shall include that portion of the exterior of the Building that is reserved for that Owner to install a sign (as more fully described in Article VIII below).

2.9 **“Map”** or **“Record of Survey Map”** or **“Plat”** means a plat showing a survey of the property and of all Units on the property submitted by this Declaration which consists of a horizontal and vertical delineation of all such Units.

2.10 **“Member”** shall mean and refer to an Owner as a member of the Association.

2.11 **“Owner”** shall mean and refer to the recorded Owner whether one or more persons or entities of a fee simple title to any condominium which is a part of the properties, including contract sellers or contract purchasers if so determined by written contract between seller and purchaser, but excluding those having such interest merely as security for the performance of an obligation.

2.12 **“Percentage Interest”** shall mean that figure set forth on Exhibit "D", attached, expressed as a percentage of ownership by Unit Owners in the Common Areas of the Project and shall be for all purposes, including voting and assessments. Common Expenses shall be allocated among the Unit Owners in accordance therewith. The percentage of ownership in the Common Areas shall be as set forth in Exhibit "D".

Voting rights in the Association are held solely in connection with the Ownership of a Unit. Owners shall pay their Percentage Interest of Common Expenses as set forth in this Declaration. The aggregate Percentage Interest of ownership in the Common Areas shall equal 100 percent. The Percentage Interest set forth in Exhibit "D" shall be amended by Declarant by filing supplement amendments to the Declaration and without vote or further authorization from Owners, if the Declarant decides to amend the Plat and the square footage of one or more Units.

- 2.13 **"Period of Administrative Control"** shall commence on the date this Declaration is recorded and terminate on the occurrence of the earliest of the following events: (a) two (2) months after the date on which all Units have been conveyed to purchasers, (b) the Declarant executes and records delivers a written waiver of its right to control the Association.
- 2.14 **"Project"** means all of the land and improvements initially submitted by this Declaration.

ARTICLE III MAP

- 3.1 **"Map."** A "Record of Survey Map" herein referred to as "the Map" or "Maps" has or will be recorded in the office of the County Recorder, Salt Lake County, Utah. The Map shall be made by a registered Utah land surveyor and shall depict and show the following: (1) a description of the surface of the land included within the Project, including all angular and linear data along the exterior boundaries of the property; (2) the linear measurement and location, with references to the exterior boundaries of the building located on said property; and (3) diagrammatic floor plans of the building built thereon in sufficient detail to identify each Unit, including its identifying number or symbol, the official datum elevations of the finished or unfinished interior surfaces of the floors and ceilings and the linear measurements of the finished or unfinished interior surfaces of the perimeter walls and lateral extensions of every Unit in the building. Every Unit shall be identified on the Record of Survey Map by a distinguishing number or other symbol. In interpreting the Map or any deed, the boundaries of each Unit as constructed shall be conclusively presumed to be its actual boundaries. Declarant reserves the right to amend the Map from time to time to conform to the actual physical location of the constructed improvements and to any changes, additions, modifications or alterations.

ARTICLE IV DIVISION OF PROPERTY INTO CONDOMINIUM UNITS

- 4.1 **Condominium Units.** The improvements located on the subject property are hereby divided into twelve (12) Condominium Units, each consisting of one Unit and an undivided interest in and to the Common Area. The Condominium Units shall be numbered as shown on the Map. The Condominium Units are located in a building which has previously been constructed. Each Unit contains the area set forth in Exhibit "D". Each Unit is designed to be used only for commercial purposes, and each Owner shall

have the authority to construct rooms inside a Unit as desired as long as the structural integrity of the Common Area or any Unit is not effected. Any changes made to the interior of a Unit shall continue to be part of a Unit and will not become part of the Common Area.

- 4.2 **Change in Number and Size of Units.** During the Period of Administrative Control, Declarant or its successor shall have the right to change the number of Units within the Project, as well as the square footage size of each Unit. Declarant reserves this right to enable Declarant to meet the needs of potential Unit purchasers by increasing or decreasing the sizes of the Units. If Declarant changes the number and/or size of any Unit, Declarant shall record an amendment to this Declaration that describes the changes and updates the Percentage Interests shown on the attached Exhibit "D". Notwithstanding the foregoing, Declarant may not take any action that increases the total square footage on Units within the Project by more than ten percent (10%). The current total square footage of all Units within the Building is 32,303 square feet.

ARTICLE V LIMITED COMMON AREA

- 5.1 **Limited Common Area.** All Limited Common Area shall be reserved for use of the Unit to the exclusion of the other Units. Each Unit Owner shall pay all costs and expenses associated with the maintaining the Limited Common Area reserved for their Unit.

ARTICLE VI DESCRIPTION OF CONDOMINIUM UNITS

- 6.1 **Description of Condominium Units.** Any option, contract, deed, lease, mortgage, deed of trust, will, or similar instrument, may legally describe a Condominium Unit by its identifying Unit number and building letter or symbol, followed by the name of this condominium with further reference to the recorded Map thereof and the recorded Condominium Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect not only the Unit but also the Common Area and the Limited Common Area appurtenant thereto. Each such description shall be construed to include a non-exclusive easement of ingress and egress to an Owner's Unit and use of the Common Area appurtenant thereto to the exclusion of all third parties not lawfully entitled to the use of the same.
- 6.2 **Single Indivisible Units.** Each Unit, the appurtenant undivided interest in the Common Area, and the appurtenant Limited Common Area shall together comprise one Condominium Unit, shall be inseparable, and may be conveyed, leased, devised or encumbered only as a Condominium Unit.

ARTICLE VII ASSESSMENTS

- 7.1 **Agreement to Pay Assessments.** Declarant, for and as the owner of the Project and

every part thereof on the date hereof, hereby covenants, and each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article VII.

- 7.2 **Assessments.** Common Expense assessments shall be computed and assessed against all Units based on the Percentage Interest of each Unit as set forth in Exhibit "D" to this Declaration.
- 7.3 **Annual Budget.** Annually, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Common Area. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners annually. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.
- 7.4 **Basis of Annual Budget.** The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Common Expenses") arising out of or connected with maintenance and operation of the Common Areas. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve and reserve fund required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration.
- 7.5 **Annual Assessments.** Subject to the Association's ability to adjust Common Expenses as provided in Article 7.2 above, the Association shall establish a regular monthly assessment against each Owner, which assessment shall be based on the Percentage Interest set forth in Exhibit "D" and be paid by each Owner into a Common Expense fund ("Common Expense Fund"). Each monthly installment of the regular assessment not timely paid by the 5th day of the month shall bear interest at the rate of one and one-half percent (1½ %) per month from the date it becomes due and payable until paid, as well as a late fee in an amount established by the Board, not to exceed \$50.00 per month. Failure of the Association to give timely notice of any assessment as provided herein or to prepare an annual budget shall not affect the liability of an Owner for such assessment.
- 7.6 **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at

any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments as needed. No vote of the Owners shall be required to approve an assessment needed to repair or maintain portions of the Common Area that the Association is responsible to repair and maintain. Any amounts assessed pursuant hereto shall be apportioned among and assessed to all Units and Unit Owners. Notice in writing of the amount of such assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any assessment shall bear interest at the rate of one and one-half percent (1½ %) per month from the date such portions become due until paid plus late fees as established by the Board not to exceed \$50.00 per month.

- 7.7 **Declarant's Obligations.** Notwithstanding the preceding provisions of this Article VII to the contrary, Declarant or Declarant's successor in interest shall not be obligated to pay any Common Expense assessment or any other assessment to the Association unless the conditions stated herein are first met. Assessments against a Unit owned by Declarant, or a builder who received title from Declarant, shall first become due when a Unit (1) has been conveyed from Declarant to a third party (e.g., a builder); (2) a Unit has been constructed; and (3) an Owner, not including the builder of the Unit, has received title to the Unit or otherwise moved into or occupied the Unit.
- 7.8 **Lien for Assessments.** All sums assessed to a Unit Owner pursuant to the provisions of this Article VII, together with interest thereon as provided herein, is secured by virtue of this Declaration as a lien on such Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of lien in conformance with Utah law. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or its attorney and may be recorded in the office of the Salt Lake County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by nonjudicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure and the costs and expenses of such proceeding, the costs and expenses of filling the notice of lien, and all reasonable attorney fees.
- 7.9 **Personal Obligation of Owner.** The amount of any regular or special assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Unit, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.

- 7.10 **Non-Judicial Foreclosure.** All costs, expenses, assessments and fees owed to the Association for Common Expenses may be secured by a lien, which lien may be foreclosed in the same manner as foreclosures of deeds of trust under Utah law. The lien shall also secure and the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided he or she is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein. Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to Taylor R. Jones, as trustee, an attorney licensed in the State of Utah, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of the Declaration. The Association may appoint a substitute trustee by executing a substitution of trustee as authorized in Utah Code Annotated, Section 57-1-22, without amending this paragraph.
- 7.11 **Statement of Account.** Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit and payment of any reasonable fee assessed as authorized by law, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Unit, and (b) the amount of the current regular assessment with respect to such Unit and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.
- 7.12 **Personal Liability of a Purchaser.** In a voluntary conveyance, the purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.
- 7.13 **Reserves.** Following the Period of Administrative Control, the Association shall be required to establish and maintain an adequate reserve fund for the cost of reasonably predictable and necessary major repairs, maintenance and replacement of Common Areas.

ARTICLE VIII SIGNS

- 8.1 **Building Identification.** The Board may enact rules consistent with this Declaration regarding the maintenance, size, style, material, color, type and location of all signs located in the Common Area or placed on a Building. No banner signs shall be permitted on a Building or anywhere on the property. No signs shall be installed anywhere in the project that are, in the sole judgment and discretion of the Board, inconsistent with the appearance and reputation of a first-class office building complex as judged by the size, style, material, color, type and location of the sign relative to the existing signs in the project. Signs located on a building identifying the occupant/business located therein shall be installed by the Owner and maintained, repaired and replaced by the Owner. No sign shall be installed on a building without the prior written consent of the Board.
- 8.2 **Exterior Sign Locations.** Subject to the other restrictions contained in this Article VIII, the Declarant shall have the right to determine (a) which Unit owners shall have the right to install a sign on the exterior of the Building, and (b) the location of any signs permitted on the exterior of the Building. At any point during the Period of Administrative Control, Declarant shall have the unilateral authority to record an amendment to this Declaration that identifies which Owners are permitted to install signage on the exterior of the Building, and the permitted location for each authorized sign. The Owners hereby recognize and agree that this Declaration does not give all Unit owners the right to install a sign on the exterior of the Building.
- 8.3 **Further Restrictions on Signs.** No signs, flags, awnings, or advertising devices of any nature, including without limitation commercial, political, informational, or directional signs or devices, shall be erected or maintained at any place on the exterior of the Building, in the windows of a Unit, or on any other part of the Project without the prior inspection and written approval of the Board of Directors, except as may be necessary temporarily to caution or warn of danger. All signage, whether original or replacement, shall be professionally made and shall be of the style and theme established by the Board for the Project as a whole.
- 8.4 **Zoning Compliance.** Notwithstanding the provisions of Sections 8.1, 8.2 and 8.3 above, any sign, banner, or similar devices located in the Project shall comply with applicable city zoning ordinances.

ARTICLE IX MORTGAGES AND EFFECT OF FORECLOSURE

- 9.1 **Mortgages.** Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Condominium Unit may create junior mortgages on the following conditions: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and

other obligations created by this Declaration and by the By-Laws; and (2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvement upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

- 9.2 **Foreclosure.** In the event any person shall acquire or be entitled to the issuance of a tax deed, trustee's deed, sheriff's deed or other deed or conveyance, the interest so acquired shall be subject to all the provisions of this Declaration and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Map, the By-Laws of the Association or any restrictions or exceptions affecting such interest then in force.

ARTICLE X INSURANCE

- 10.1 **Insurance and Bond.** The Board shall secure or cause to be secured and maintained at all times the following insurance and bond coverages:

- a) **Fire and Casualty Insurance.** A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project as set forth in the Utah Condominium Ownership Act. Such policy or policies shall name as insured the Association, as trustee for the Owners, and all persons holding an interest in the Project or any of the Units, as their interests may appear. Each policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each mortgagee which from time to time shall give notice to the Association of such mortgage. Each policy also shall provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner and to each mortgagee who has requested such notice in writing. The Association shall, upon request, furnish to each Owner a certificate of coverage.
- b) **Fidelity Insurance or Bond.** Appropriate fidelity insurance or a bond to protect against dishonesty of members of the Board and any person or entity handling funds of the Committee, including, but not limited to, employees of the professional managers, the minimum amount of such coverage to be as required by the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.
- c) **Public Liability and Property Damage Insurance.** A policy or policies insuring the Association, the Manager, and each Owner against any liability incident to the ownership, operation, maintenance, or other use of the Project or of any Unit which may arise among themselves, to the public, and to any invitees, guests, or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$300,000.00 for any person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall

provide a cross liability endorsement to which the rights of the named insureds as between themselves are not prejudiced. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until after ten (10) days written notice to each and all of the insureds.

- d) **Workmen's Compensation Insurance.** The Association shall obtain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.
- e) **Additional Insurance Provisions.** The following additional provisions shall apply with respect to insurance:
 - i) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature and use. The provisions of this Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Restated Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.
 - ii) The Association shall have the authority to adjust losses.
 - iii) In no event shall the insurance coverage secured and maintained by the Association be brought into contribution with insurance held by individual Unit Owners or their mortgagees.
 - iv) Each policy of insurance obtained by the Association shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Board members, the Manager, the Unit Owners, and their respective servants, agents, and guests that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Association or of the Manager without a prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Unit Owners.
 - v) The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review shall include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

- vi) Each Unit Owner may (and should) obtain additional insurance at his own expense in the form of an HO-6 policy, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association.
- vii) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, and the Utah Condominium Ownership Act.

ARTICLE XI PARTY WALLS

- 11.1 **General Rules of Law to Apply.** Each wall which has been built or will be built on the dividing line between two Units as shown on the Map shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Party walls shall not be part of the Common Area.
- 11.2 **Party Wall Construction.** At the time this Declaration is recorded party walls have not been constructed between all Units. When Owner(s) of two adjacent Units desire to construct a party wall, the cost of constructing the party wall shall be a joint expense of the two Unit Owners and shall not be a Common Expense. Party walls shall not become part of the Common Area.
- 11.3 **Destruction of Party Wall, Common Roof or Exterior.** If a party wall is damaged or destroyed by the fault or negligence of one of the Owners, such damage shall be repaired by the Owner (unless the damage is covered by the Association's or Owner's insurance) to a condition equal to or better than immediately prior to the damage, and the negligent Owner or Owner at fault shall pay for all costs incurred to cure the damage. Should a party wall be damaged or destroyed by any cause other than by default or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired to a condition equal to or better than immediately prior to the damage, at the joint expense of the Owners of the two affected Units, provided that any amount received from an insurance company for such damage shall first be applied to the restoration of the wall.

ARTICLE XII DISPOSITION OF PROPERTY

- 12.1 **Insufficient Insurance for Reconstruction.** In the event the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be repaired and restored by the Association using proceeds of insurance, if any, on the building for that purpose. The Unit Owners shall be liable for assessment for any deficiency. If three-fourths or more of the building is destroyed or substantially damaged and if the Unit Owners, by a vote of at least three-fourths of the Unit Owners, do not voluntarily, within one hundred days after such destruction or damage, make provision

for reconstruction, the Association shall comply with the requirements of Utah Code Annotated § 57-8-31.

ARTICLE XIII POWER OF ATTORNEY

- 13.1 **Irrevocable Power of Attorney.** This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.
- 13.2 **Appointment of Association.** Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver to itself or a third person any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted.
- 13.3 **Authority to Subordinate Interest.** Such power of attorney includes a power to subject a Unit Owner's condominium interest and/or percentage Ownership to whatever rights are necessary (including entry of a Unit in an emergency) to permit proper maintenance, repair and improvement to each and the condominium building and Common Areas by the Association.

ARTICLE XIV EASEMENTS

- 14.1 **Easement for Minor Encroachments.** The Owners of the respective Condominium Units agree that if any portion of the Common Areas and facilities encroaches upon the Condominium Units, or if any portion of a Unit encroaches upon the Common Area, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units therein agree that minor encroachment of parts of the Common Areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist. None of such encroachments or easements shall be considered or determined to be encumbrances either on the Common Area or on the Units.
- 14.2 **Easement for Utilities.** There is hereby created a blanket easement upon, across, over and under the above-described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for

the providing electrical and/or telephone company to erect and maintain necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across, and under the roofs and exterior walls of said Condominium Units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises except as initially programmed and approved by Declarant or thereafter approved by Declarant or the Association's Board. This easement shall in no way affect any other recorded easement on said premises.

- 14.3 **Easement for Association.** An easement is also reserved in, on and over each Condominium Unit to permit the Association or its designees to effect any desired or necessary maintenance or repairs to the Common Area.

ARTICLE XV USE AND OCCUPANCY RESTRICTIONS

- 15.1 **Business Offices.** The property is intended to be used for professional and/or business office purposes. Any use permitted under applicable zoning laws shall be permitted as long as the use does not violate the terms of this Declaration.
- 15.2 **Use of Exterior Property.** The Owners of Condominium Units are hereby prohibited and restricted from using any land or all space outside the exterior building lines, except for use as Common Area as may be allowed by the Association or as provided in this Declaration. An owner may, after receiving Board approval and in accordance with rules adopted by the Board, place storage containers or other business related items in the portion of the Limited Common Area reserved for that Unit's use. The Board may, at any time, require an Owner to remove any item from the Limited Common Area. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Condominium Units and is necessary for the protection of said Owners.
- 15.3 **Cooperative Action.** Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Areas and all exteriors and roofs of the Condominium Units, including but not limited to, recreation and parking areas and walks, shall be taken by the Association.
- 15.4 **Association Management of Exterior.** The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines and including, but not limited to the landscaping, parking areas, streets, roofs, Common Areas and exteriors of the building located upon the above-described property, and shall maintain and otherwise manage and be responsible for the rubbish removal of all areas within the above-described property.
- 15.5 **Damage by Owner.** In the event any common element, including part of a building is damaged or destroyed through the negligent or culpable act of an Owner or any of his invitees or agents, such Owner does hereby irrevocably authorize the Association, its

attorney-in-fact, to repair said damaged element, building, or storage facility and the Association shall so repair said damaged element or building. The Owner shall then repay the Association in the amount actually expended for said repairs, together with all other expenses reasonably and necessarily incurred by the Association in connection therewith, less any amounts paid by insurance. Each Condominium Unit Owner further agrees that these charges for repairs, if not paid with ten (10) days after the completion of the work, shall become a lien upon said Owner's condominium interest as set forth above, and shall continue to be such lien until fully paid.

- 15.6 **Antennas and Other Communication Equipment.** No exterior television or radio antennas or similar equipment of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, other than an aerial for a master antenna system, should any such master system or systems be utilized and required any such exterior antenna, without the consent of the Board.
- 15.7 **No Pets or Animals.** Except for any animals the Association is required to allow on the premises by law, no pets or animals of any kind or nature whatsoever shall be permitted in any Unit, in the Common Areas, or in any other part of the Project unless the Owner of the Unit the animal is visiting first receives written permission from the Board.
- 15.8 **Interior Maintenance.** An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof, including the furnaces and air conditioning systems which serve only his Unit (even if located in the Common Area). All fixtures and equipment installed within a Condominium Unit commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the office Unit shall be maintained, replaced, and kept in repair by the Owner thereof.
- 15.9 **Structural Soundness.** An Owner shall not do any act or any work that will impair the structural soundness or integrity of the building or impair any easement.

ARTICLE XVI SUBDIVIDE

- 16.1 **Subdivide.** Nothing in this Declaration shall limit an Owners right to subdivide or partition a Unit for the purpose of creating two or more Units within the existing Building, as permitted under applicable city ordinances. If an Owner desires to subdivide or partition a Unit, the Association and the Owners will not oppose the subdivision if it will not have a negative impact on the use of the adjoining Units, and will assist the Owner of the Unit being subdivided by agreeing to the amendments necessary to this Declaration and the Bylaws. Voting and assessment percentages shall be adjusted within the subdivided Unit in such a manner to reflect the Common Expenses to be paid by the newly created Unit and so as not to not modify the total square footage reflected on Exhibit "D".

ARTICLE XVII DISPUTE RESOLUTION

- 17.1 **Statement of Intent.** Prior to purchasing a Unit, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit and Dwelling the Owner is purchasing regarding any aspect of the Project. Moreover, if any warranty is provided, it identifies only those items warranted by the Declarant or the contractor who built the Unit. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty if any warranty is provided, and having paid market price for a Unit in the condition the Units and Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant and/or any contractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Unit and the Declarant agree and acknowledge that claims and disputes with Declarant and or the contractor who built the Unit shall not be pursued through court action, but shall be asserted and resolved only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners, as set forth herein. In addition, the Association and the Owners agree that they take ownership and possession of the Units and Common Area AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant and the contractors who build the Units specifically disclaim any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.
- 17.2 **Arbitration.** To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Association may have involving the Declarant or contractor who built a Unit, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Unit, Common Area, or any other component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant, the contractor, and any Owner or between or involving the Declarant, the contractor, and the Association. Arbitration proceedings shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 17.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include:
- a) Any allegation that a condition in any of the Units, Dwellings, or Common Area is a construction defect;

- b) Any disagreement as to whether an alleged construction defect has been corrected;
- c) Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;
- d) Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;
- e) Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;
- f) Any alleged violations of consumer protection, unfair trade practice, or other statutes;
- g) Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
- h) Any allegation that any condition existing in the Project or created by the Declarant, including construction-related noise, dust, and traffic, is a nuisance;
- i) Any disagreement concerning the issues that should be submitted to binding arbitration;
- j) Any disagreement concerning the timeliness of performance of any act to be performed by Declarant;
- k) Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;
- l) Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of the Units, Dwellings, or Common Areas.

17.3 **Pre-Arbitration Requirements.** An Owner or the Association may only pursue a claim against the Declarant or contractor to the extent described herein or by law after the following dispute resolution efforts have been completed:

- a) **Right to Cure:** The Owner shall provide to the Declarant or contractor a written Notice of Claim (defined below) and permit the Declarant or contractor one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings;
- b) If the dispute is not resolved within the 180-day Right to Cure period, the parties agree to mediate the dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant or contractor that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this section shall immediately apply again and

any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.

- c) "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged condition, if applicable, (5) samples of any alleged defective conditions or materials, (6) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

- 17.4 **Binding Arbitration.** If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner or Association or contractor) shall have the right to proceed with binding arbitration; however, the Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Association after first obtaining a written opinion from legal counsel advising the Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a member of the American Arbitration Association's Panel of Construction Arbitrators, or by a different arbitrator or arbitration service provider if mutually approved by the parties. The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the American Arbitration Association. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.
- 17.5 **Fees and Costs.** Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitrator shall not award attorney fees or expert witness fees to the prevailing party. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties.
- 17.6 **No Court Proceeding.** If any Owner, the Association, or the Declarant or contractor files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration of that or any other Dispute and such court shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein.
- 17.7 **Subrogation.** The Association and each Owner waives any right to subrogation against the Declarant and any builder and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any

Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the engineer, and builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Association and Owners hereby release Declarant, the Project engineer, and builder, their respective officers, employees, owners, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the builder, and any of their officers, employees, owners, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

- 17.8 **No Rights Created.** Nothing in this Declaration or in this Article XVII shall grant or otherwise create a right of action by the Association against the Declarant, the developer or the builder, that does not otherwise already exist under Utah law.

ARTICLE XVIII ACCOUNTING RECORDS

- 18.1 **Records.** The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other Common Expenses incurred. Such records and vouchers authorizing the payments shall be available for examination by the Condominium Unit Owners and others with an interest such as encumbrances or prospective lenders at convenient business hours.

ARTICLE XIX AMENDMENT TO DECLARATION

- 19.1 Except as otherwise provided herein, this Declaration, and any amendments to the Declaration, may be amended with or without a meeting of the Owners by the affirmative consent or vote of at least sixty-seven percent (67%) of the Percentage Interest of the Owners. All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by an officer of the Association certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Salt Lake County, State of Utah.
- 19.2 During the Period of Administrative Control, the Declarant shall have and is hereby vested with the right to amend this Declaration and the Plats by an instrument duly

executed and acknowledged by Declarant and recorded in the Official Records of the County Recorder of Salt Lake County, Utah. Such right of amendment shall apply without regard to the subject matter or the nature of the amendment involved, shall include the right to adjust the size of one or more Units, as well as Percentage Interests listed on Exhibit "D".

ARTICLE XX DECLARANT'S SALES PROGRAM

- 20.1 **Declarant's Right to Promote and Sell the Project.** Notwithstanding any other provisions of this Declaration, until Declarant ceases to be an Owner ("Occurrence"), Declarant, its successor or assigns shall have the following rights in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Units owned by Declarant:
- a) **Sales Offices and Model Units.** Declarant, its successors and assigns, shall have the right to maintain sales offices within the Project. Sales offices may be located within any Unit (at any location) owned by Declarant or may be located on any of the Common Area.
 - b) **Promotional Devices.** Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or places on the Common Area or Units owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary.
 - c) **Right to Use the Common Area.** Declarant shall have the right to use the Common Area of the Project to entertain prospective purchasers or to otherwise facilitate Unit sales, provided said use is reasonable as to both time and manner.
- 20.2 **Declarant's Rights to Relocate Sales and Promotional Activities.** Declarant shall have the right from time to time to locate or relocate its sales offices, trailer and signs, banners and similar devices, but in connection with each such location or relocation Declarant shall observe the limitations imposed by the preceding portions of this Article. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from the Project any sales structures, fixtures, improvements, signs, banners and similar sales materials and properties.
- 20.3 **Limitation on Amending Association Documents.** During any time Declarant holds an ownership interest in any Unit or in any portion of the property, no amendment shall be made to the Declaration, Bylaws or Rules without the written consent and approval of the Declarant.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- 21.1 **Agent for Service of Process.** Tucker Nipko, 1086 West 3050 North, Pleasant View, Utah 84414, is designated initially as the person to receive service of process in cases authorized by the Act; provided, however, that the Board of Directors shall have the right to appoint a successor agent for service of process who shall be a resident of Utah. Such successor and his address shall be specified by an appropriate amendment filed in the Office of the Recorder of Salt Lake County, Utah.
- 21.2 **Severability.** If any provisions in this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 21.3 **Language Variations.** The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.
- 21.4 **Headings.** Headings are for identification purposes. Headings shall not be used to interpret or enforce this Declaration.

DATED this ____ day of _____, 2023

Declarant: Highland 4141, LLC

Tucker Nipko, Manager

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me Tucker Nipko and did acknowledge that he is the signer of the foregoing instrument and signed the foregoing instrument in his capacity as Manager of the Highland 4141, LLC.

NOTARY PUBLIC

EXHIBIT “A”

LEGAL DESCRIPTION OF UNITS

Condo Suites 101 through 104, 201 through 204, and 301 through 304, Highland 4141 Office Condominiums, Holladay City, Salt Lake County, Utah.

EXHIBIT “B”

Articles of Incorporation

ARTICLES OF INCORPORATION

for the

HIGHLAND 4141 OWNERS ASSOCIATION

The undersigned adult natural persons, acting as incorporators, hereby establish a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (the “Act”) and adopt the following articles of incorporation for such corporation.

ARTICLE I NAME

The name of the corporation is the Highland 4141 Owners Association (hereinafter the “Association”).

ARTICLE II DURATION

The Association shall have perpetual existence.

ARTICLE III PURPOSES AND POWERS

1. **Purposes** The Association is organized as a nonprofit corporation and shall be operated to promote the health, safety and welfare of all members of the Association in connection with the Highland 4141 Office Condominiums and to establish, provide, and maintain a desirable community and environment for all member Owners.
2. **Powers** In furtherance of the foregoing purposes, and subject to the restriction set forth in Section 3 of this Article, the Association shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Utah and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as may be prescribed by law.
3. **Restrictions Upon Purposes and Powers** The foregoing purposes and powers of the Association are subject to the following limitations:
 - a. **Earnings of Association** No part of the net earnings of the Association (if any) shall inure to the personal benefit of any member of the Association; however, this restriction shall not limit or impair the Association’s right to compensate Members for services rendered or for goods sold or leased to the Association;

- b. **Nonprofit Organization.** The Association shall be organized and operated exclusively for non-profitable purposes as set forth in Section 528 of the Internal Revenue Code as it is now or may hereafter be amended, or in any corresponding provision of any future law of the United State of America providing for exemption of similar organizations from income taxation; and

ARTICLE IV DIVIDENDS & DISTRIBUTIONS

The Association shall not pay any dividends. No distribution of the corporate assets to Members (as such) shall be made except as permitted by the Internal Revenue Code and the Utah Code sections governing condominiums and community associations. Upon dissolutions of the Association, the assets shall be distributed as provided in Article X herein.

ARTICLE V MEMBERSHIP AND VOTING

1. **Members.** The Association shall have Members. Every Owner of a Unit which is subject to assessment shall be a Member of the Association. Each membership shall be pertinent to and may not be separated from ownership of the Unit to which the membership is attributable.
2. **Stock.** No stock in the Association shall be issued. The Board may, in its discretion, issue certificates evidencing a Member's membership in the Association. A person's membership, however, is not affected by the holding of such a certificate and a Member is entitled to all the benefits and subject to all obligation of membership whether or not the Member holds a membership certificated.
3. **Voting.** When voting on Association matters, each Unit Owner shall be entitled to vote their Percentage Interest, as set forth in Exhibit "D" attached to the Declaration. The Association shall have one class of voting membership.
4. **Right to Vote.** No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each Unit must be cast as a Unit, and factional votes shall not be allowed. If a Unit is owned by more than one person or entity and such Owners are unable to agree among themselves as to show their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Member casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Unit unless objection thereto is made at the time the vote is cast. If more than one vote is cast for a particular Unit, none of the said votes shall be counted and all said votes shall be deemed void. Voting by proxy is allowed as set forth in the Association's Bylaws.
5. **No Cumulative Voting.** In any election of the members of the Board, the Owner(s) of a given Unit shall collectively have one vote for each Director position to be elected. The

candidate receiving the highest number of votes for a given Director position shall be deemed elected to such position. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.

6. **Transfer of Membership.** The rights and obligations of memberships in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Unit and then only to the new Owner of the Unit. A transfer of ownership to a Unit may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Unit shall automatically transfer the membership appurtenant to said Unit to the new Owner thereof.

ARTICLE VI SHARE OF STOCK

The Association shall not issue any shares of stock.

ARTICLE VII DIRECTORS

The management of the affairs of the Association shall be vested in a Board of Directors, except as otherwise provided in the Act, these Articles of Incorporation or the Bylaws of the Association. The number of Directors, their classification, if any, their terms of office and the manner of their election or appointment shall be determined according to the Bylaws of the Association from time to time in force. Three Directors shall constitute the Board of Directors.

ARTICLE VIII BYLAWS

The initial Bylaws of the Association shall be those adopted as the Bylaws of the Association in connection with the Declaration. The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with law or these articles of incorporation, as these articles may from time to time be amended.

ARTICLE IX INITIAL PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT

The address of the initial principal office of the Association is: Highland 4141 Owners Association, 1086 West 3050 North, Pleasant View, Utah 84414. The address of the initial registered office is: 1086 West 3050 North, Pleasant View, Utah 84414. The name of the Association's registered agent at such address is Tucker Nipko.

**ARTICLE X
DISSOLUTION**

The Association may be dissolved only upon termination of the Declaration of Covenants, Conditions and Restrictions for the Highland 4141 Office Condominiums. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets, as set forth below, shall be mailed to every Member at least 30 days in advance of any action taken. Upon dissolution of the Association, the assets both real and personal of the Association, shall be distributed to the Members according to the provisions of the Act and the Utah Code sections governing community associations.

**ARTICLE XI
INCORPORATOR**

The name and address of the incorporator of this Association is:

Taylor R. Jones, 5732 S. 1475 E., South Ogden, Utah 84403.

**ARTICLE XII
AMENDMENT**

The Association may amend these Articles of Incorporation by a vote of not less than 51% of the members.

IN WITNESS WHEREOF, I, Taylor R. Jones, have executed these Articles of Incorporation this _____ day of _____, 2023, and say that I am the incorporator herein and have read the above and foregoing Articles of Incorporation and know the contents thereof and that the same is true to the best of my knowledge and belief.

Taylor R. Jones

ACKNOWLEDGMENT OF ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts and acknowledges appointment as the initial registered agent of the Association named above.

Tucker Nipko

EXHIBIT “C”

BYLAWS

BYLAWS

OF THE

HIGHLAND 4141 OWNERS

ASSOCIATION

The following are adopted as the administrative Bylaws of the Highland 4141 Owners Association ("Association").

ARTICLE I

PLAN OF OWNERSHIP AND INCORPORATION

- 1.1 **Submission.** These Bylaws have adopted by the Owners of Units in the Highland 4141 Office Condominiums and shall govern the administration of the Highland 4141 Owners Association.
- 1.2 **Definitions.** The words defined in Article II of the Declaration of Covenants, Conditions and Restrictions for the Highland 4141 Office Condominiums ("Declaration"), shall have the same meaning when used herein unless the context clearly requires another meaning.
- 1.3 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration or any amendments thereto, the provisions of the Declaration or any amendments thereto shall in all instances govern and control.
- 1.4 **Office and Registered Agent.** The Registered Agent of the Association shall be the President or Secretary of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.
- 1.5 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at the Highland 4141 Office Condominiums shall be subject to and abide by these Bylaws.

ARTICLE II

BOARD OF DIRECTORS

- 2.1 **Status and General Authority.** Except as otherwise herein provided, the Project shall be managed, operated, and maintained by the Board of Directors as agent for the Association of Owners. The Board shall, in connection with its exercise of any of the powers hereinafter

provided, constitute a legal entity capable of dealing in the Association's name. The Board of Directors shall have, and is hereby granted, the following authority and powers:

- a) The authority without the vote or consent of the Owners or of any other person, except for Mortgagees if required by the terms of their Mortgage, to grant or create on such reasonable terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities;
- b) The authority to execute and record, on behalf of all Owners, any amendments to the Declaration or the Map which have been approved by the vote or consent of Owners necessary to authorize such amendments as set forth in the Declaration;
- c) The power to sue and be sued;
- d) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained;
- e) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained, including that of any Mortgagee if required by the terms of its Mortgage;
- f) The power and authority to purchase, or otherwise acquire, and accept title to, any interest in real property so long as such action has been authorized by any vote or consent which is necessary under the circumstances;
- g) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners; and
- h) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Board of Directors, which may be reasonably necessary for the Board of Directors to perform its functions as agent for the Owners. Any instrument executed by the Board of Directors relating to the Common Areas of the Project that recites facts which, if true, would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

2.2 **Indemnification of Board of Directors.** Each member of the Board of Directors shall be indemnified and held harmless by the Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions, intentional misconduct, and gross negligence) including, without limitation, attorney fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Board.

- 2.3 **Board of Directors: Composition, Election, Vacancies.** The Board shall be composed of three (3) members, one to be elected to a three-year term, one to a two year term and one to a one-year term. As members terms expire, new members shall be elected for three-year terms. Members shall serve on the Board until their successors are elected. Board members must be individual Owners, or officers, directors, agents or employees of non-individual owners. Vacancies in the Board membership may be filled by appointment by the remaining members or member of the Board and said appointees shall serve until the next annual meeting when their successors shall be elected for the unexpired term of the member they were appointed to replace.
- 2.4 **Rights and Duties.** The Board of Directors, subject to the rights and duties of the Owners, this Declaration, and the Bylaws, shall be responsible for the general management. and administration of the Association. It is understood that the Board has the obligation to provide for maintenance of the Common Areas.
- 2.5 **Personal Property Ownership and Use.** The Board of Directors may acquire and hold for the use and the benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in and to the Common Areas and transferable only with the transfer of a Unit.
- 2.6 **Rules and Regulations.** The Board of Directors may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Board of Directors may suspend any Owner's voting rights at any meeting of Owners or for periods during which such Owner fails to comply with such rules and regulations, or with any other obligations under this Declaration. The Board of Directors may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent provided by law.
- 2.7 **Capital Improvements.** There shall be no structural alterations or capital additions to the Building, or capital improvements of the Common Areas, without the prior approval of the Board and the approval of a majority of the Percentage Interest of the Owners.
- 2.8 **Extended Rights.** The Board of Directors may exercise any other right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- 2.9 **Architectural Control.** The Board shall act in all matters pertaining to architectural control of the project and shall establish rules and procedures for submitting plans for approval of any proposed construction, alteration, remodeling, etc., involving the exterior of any Building.

- 2.10 **Board Meetings, Quorum, Board Action.** The Board may establish its rules for meetings, whether regular or special. A majority of current Board members shall constitute a quorum and the action of a majority of those attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Board. Action by consent shall require the unanimous consent of all current Board members.

ARTICLE III ASSOCIATION VOTING, MEETINGS AND OFFICERS

- 3.1 **Voting.** When voting on Association matters, each Unit Owner shall be entitled to vote their Percentage Interest, as set forth in Exhibit “D” attached to the Declaration. As used in these Bylaws, the phrases “Vote of the owners”, “approval of the Owners”, “Owners vote”, “consent of the Owners” or words of similar import, shall be deemed to require a majority of the Percentage Interest of all Owners in and to the Common Area as allocated in Exhibit “D”.
- 3.2 **Multiple Ownership.** In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the total number of votes appurtenant to such Unit be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit concerned unless an objection is made at the meeting or in writing by another Owner of the same Unit, in which event no vote will be counted with respect to such Unit except to determine the presence or absence of a quorum.
- 3.3 **Multiple Unit Ownership.** In the event an Owner owns more than one Unit, whether contiguous, combined or separate from each other Unit, the Owner’s vote shall be the Percentage Interest set forth in Exhibit “D” times the number of Units owned. In no event shall more than the total number of votes appurtenant to any one Unit be cast with respect to any issue.
- 3.4 **Place of Meeting.** Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Board of Directors in its notice.
- 3.5 **Annual Meetings.** Annual meetings of Members of the Association shall be held in the each year on such day and time as is set forth in the notice therefor. At such annual meetings there shall be elected members of the Board of Directors, as needed, pursuant to the provisions of this Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting.
- 3.6 **Special Meetings.** The President shall call a special meeting of the Owners as directed by a resolution of the Board of Directors or upon the request of any two Owners. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by all of the Owners, either in person or by proxy.

- 3.7 **Notice of Meetings.** The Secretary shall serve notice of each annual meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least ten (10), but not more than twenty (20), days prior to such meeting. The Secretary shall serve a notice of each special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least three (3), but not more than twenty (20), days prior to such meeting. The mailing of notice by prepaid U. S. Mail, by electronic notice, or by delivery in person shall be considered notice served.
- 3.8 **Quorum.** Fifty percent (50%) of the Percentage Interest of Owners, in person or by proxy, present at any meeting of Members duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special.
- 3.9 **Officers.** The Association shall have a President, a Vice President and a Secretary/Treasurer each of whom shall be elected by and from the Board of Directors. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board of Directors in an organizational meeting of the Board immediately following each annual meeting of Members at which the new Board of Directors has been elected.
- a) **President:** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.
 - b) **Vice President:** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board.
 - c) **Secretary/Treasurer:** The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and records as the Board of Directors may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association. He shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE IV ELECTRONIC NOTICE OF MEETINGS

- 4.1 **Notification by Website and Email.** The Association desires to communicate electronically with Members to the fullest extent possible. Any notice sent to Members under the provisions of the Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain

records of all notices sent to Members by electronic means, including the electronic address or other address to which notice was sent. A member may, by written demand, require the Association to provide notice to the Owner by mail.

4.2 **Notices.** Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.

a) If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Board of Directors for the purpose of service of such notice or to the Unit of such person if no address has been given. Such addresses may be changed by Owners from time to time by notice in writing to the Board of Directors.

b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Declaration or these Bylaws may be sent by electronic means, including but not limited to text message, Facebook, Twitter, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings, proposals, documents, amendments and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the Unit Owner by mail.

c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Unit, or by securely attaching a copy of the notice to the front entry door of the Owner's Unit.

4.3 **Waiver.** Members who (a) receive electronic notice, and (b) confirm they have received electronic notice from the Association of any Association business or meeting, are deemed to have waived any defense to or claim against the Association that the Association's electronic notice was not adequate or proper, and may not thereafter challenge or assert that the notice they received was not adequate, proper, or in compliance with the Declaration, the Association's Bylaws, or Utah law.

ARTICLE V AMENDMENTS

5.1 **Amendment Procedure.** These Bylaws may be amended, with or without a meeting of the members, by a vote of a Majority of the Percentage Interest of the Owners.

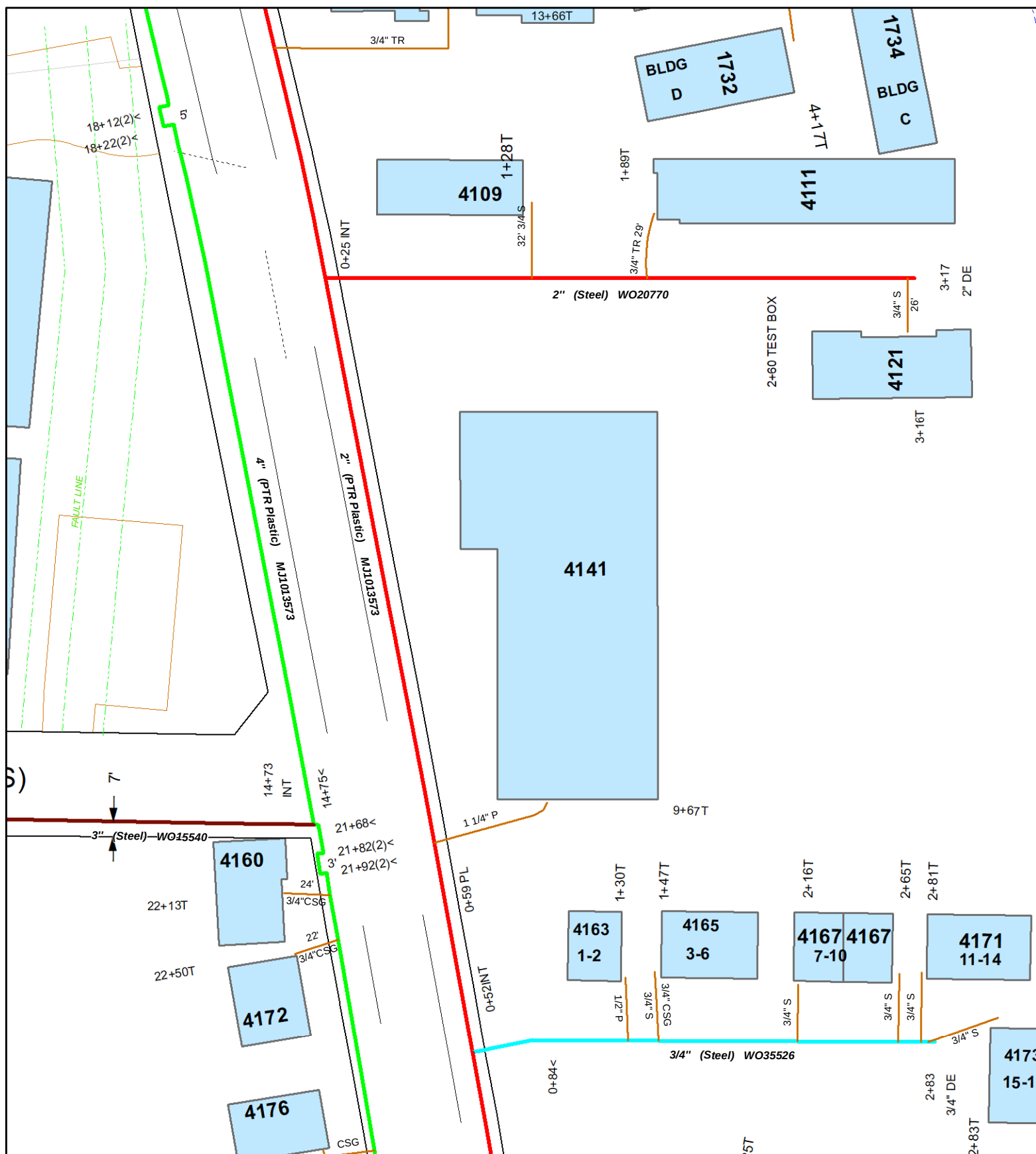
- 5.2 **Conflict.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

EXHIBIT “D”

Percentage Interest in Common Area

<u>SUITE</u>	<u>SQUARE FOOTAGE</u>	<u>% INTEREST IN COMMON AREA</u>
101	1,162	3.60%
102	2,040	6.32%
103	5,491	17.00%
104	2,056	6.36%
201	2,903	8.99%
202	2,844	8.80%
203	2,801	8.67%
204	2,250	6.97%
301	3,203	9.92%
302	2,556	7.90%
303	2,949	9.13%
304	2,048	6.34%
TOTAL	32,303	100.00 %*

*Numbers rounded to equal 100%.



Service

- System Pressure
- IHP Service
- Proposed Service

Distribution Main

- 1/2" Main (Active)
- 12" Main (Active)
- 3 1/2" Main (Active)
- 4" Main (Active)
- 1" Main (Active)
- 1 1/4" Main (Active)
- 1 1/2" Main (Active)
- 2" Main (Active)

Nominal Diameter, Equip State

- 12" Main (Active)
- 16" Main (Active)
- 20" Main (Active)
- 24" Main (Active)
- 34" Main (Proposed)
- 8" Main (Active)
- 10" Main (Active)
- 1 1/4" Main (Proposed)
- 2" Main (Proposed)

High Pressure Main

- 3/4" HP Main (Active)
- 1" HP Main (Active)
- 1 1/4" HP Main (Active)
- 1 1/2" HP Main (Active)
- 2" HP Main (Active)

Nominal Diameter, Equip State

- 3" HP Main (Active)
- 4" HP Main (Active)
- 6" HP Main (Active)
- 8" HP Main (Active)
- 10" HP Main (Active)
- 12" HP Main (Active)
- 14" HP Main (Active)
- 16" HP Main (Active)
- 18" HP Main (Active)
- 20" HP Main (Active)
- 24" HP Main (Active)
- 34" HP Main (Proposed)
- 1" HP Main (Proposed)
- 1 1/4" HP Main (Proposed)
- 1 1/2" HP Main (Proposed)
- 2" HP Main (Proposed)
- 4" HP Main (Proposed)
- 6" HP Main (Proposed)
- 8" HP Main (Proposed)
- 10" HP Main (Proposed)

FILE# n/a

COMMISSION MEETING MINUTES: 5/2/23

ADDRESS:

n/a

LEGAL DESCRIPTION: n/a

APPLICANT/REPRESENTATIVE:

City of Holladay Planning Commission

PROPERTY OWNER:

n/a

ZONING:

n/a

GENERAL PLAN DISTRICT:

n/a

CITY COUNCIL DISTRICT:

N/A

PUBLIC NOTICE DETAILS:

n/a

REQUEST:

Adoption of Meeting Minutes

APPLICABLE REGULATIONS:

UCA§52-4-203, 206
2.01.080
13.06.030

EXHIBITS:



DECISION TYPE:

Administrative/Procedural:

Commission shall approve, approve with changes or continue to a later date the agenda item

Effective 5/8/2018

52-4-203 Written minutes of open meetings -- Public records -- Recording of meetings.

- (1) Except as provided under Subsection (7), written minutes and a recording shall be kept of all open meetings.
- (2)
 - (a) Written minutes of an open meeting shall include:
 - (i) the date, time, and place of the meeting;
 - (ii) the names of members present and absent;
 - (iii) the substance of all matters proposed, discussed, or decided by the public body which may include a summary of comments made by members of the public body;
 - (iv) a record, by individual member, of each vote taken by the public body;
 - (v) the name of each person who:
 - (A) is not a member of the public body; and
 - (B) after being recognized by the presiding member of the public body, provided testimony or comments to the public body;
 - (vi) the substance, in brief, of the testimony or comments provided by the public under Subsection (2)(a)(v); and
 - (vii) any other information that is a record of the proceedings of the meeting that any member requests be entered in the minutes or recording.
 - (b) A public body may satisfy the requirement under Subsection (2)(a)(iii) or (vi) that minutes include the substance of matters proposed, discussed, or decided or the substance of testimony or comments by maintaining a publicly available online version of the minutes that provides a link to the meeting recording at the place in the recording where the matter is proposed, discussed, or decided or the testimony or comments provided.

Notes:

Corrections made according to commission direction

STAFF:

Carrie Marsh, City Planner

DRAFT

**MINUTES OF THE CITY OF HOLLADAY
PLANNING COMMISSION MEETING**

Tuesday, May 2, 2023

5:30 p.m.

City Council Chambers

4580 South 2300 East

Holladay, Utah

ATTENDANCE:

Planning Commission Members:

City Staff:

Howard Layton, Chair

Dennis Roach

Chris Layton

Paul Cunningham

Martin Banks

Karianne Prince

Ginger Vilchinsky

Carrie Marsh, City Planner

Brad Christopherson, City Attorney

Jonathan Teerlink, Community Development Director

WORK SESSION

Chair Howard Layton called the Work Session to order at approximately 5:30 p.m. He noted that City Planner, Carrie Marsh provided additional information to review. The Planning Commission took a few minutes to look over those materials. City Attorney, Brad Christopherson was asked how to acknowledge materials that were not included in the original Meeting Materials Packet. Mr. Christopherson explained that the Commission could specify that some materials were received after the Meeting Materials Packet was distributed and that those materials had been read.

The agenda items were reviewed and discussed. Ms. Marsh reported that there were five items on the Regular Meeting agenda. There were two separate Conditional Use Permits for two different uses at 4600 South Wellington Street. The first use was for a summer camp. It would be for children ages five to 11. The second item was a Conditional Use Permit for a preschool, which would serve children under six years old. There would be up to 12 children and it would take place on Tuesdays and Thursdays from 9:00 a.m. to 11:00 a.m. Ms. Marsh clarified that there would be two separate public hearings for the Conditional Use Permit applications.

Council Member Roach asked for additional details about the summer camp use. Ms. Marsh reported that the summer camp would be held Monday through Thursday for four weeks in June. The same child restrictions would not apply to that Conditional Use Permit because there would be children over the age of six. Council Member Roach believed that based on previous discussions, the applicant intends to have more than six children under the age of six for all four days. He was not sure if that would complicate matters. Community Development Director,

Jonathan Teerlink suggested that the Commission ask the applicant how many summer camp children would be in that age group. It was noted that the intention was to allow the applicant to get started, which could be done under a summer camp use for the summer. As for the preschool use, a motion could be made under the condition that the appropriate State Licensure be obtained. Once that is obtained, the use could be signed off by City Staff.

Ms. Marsh reported that the third item on the Regular Meeting agenda was for a Conditional Use Permit. It was for Brinton Home Salon at 5266 South Cottonwood Club Drive. The proposed hours of operation were Tuesday through Friday from 10:00 a.m. to 5:00 p.m. One client would be served at a time. Parking would be provided in the driveway of the home. Chair Howard Layton noted that new information was received via email prior to the Work Session. Ms. Marsh explained that a group of neighbors submitted the email. She spoke to one of the neighbors to explain the types of conditions that would make sense with the Conditional Use Permit. The email comment included suggested conditions, most of which fell in line with what was already being proposed. Chair Howard Layton wondered if there were any suggested conditions that went above and beyond. Ms. Marsh pointed out that there was one that would not allow clients during specific after-school hours. Staff felt that suggestion was unreasonable. One client at that time would not be different than a parent driving through the neighborhood. Additionally, it was noted that the school was slated to be closed next year.

Mr. Teerlink reported that item four on the Regular Meeting Agenda was the Administrative Review of the Architectural Design for an existing building in the Holladay Village (“HV”) Zone. The process for remodeling a structure in the HV Zone followed a recommendation from the Design Review Board (“DRB”). The Board reviewed the application and a recommendation was made to the Planning Commission. Mr. Teerlink explained that this application was a rare situation because it does not relate to new construction. The Code is triggered when there is a remodel of the space or a change of use. In this instance, the change of use would shift from professional service to a retail/restaurant use. He reported that architecture, landscaping, lighting, and parking for the site would be reviewed during the Regular Meeting.

It was noted that the DRB was currently being reconfigured. Mr. Teerlink explained that four members have been lost over time and there was a desire to fill those vacancies. The ordinance specifies that when there is not an available Board, the Technical Review Committee (“TRC”) could circumvent the DRB process and share a recommendation with the Planning Commission. He reported that there had been discussions with two architects about the project. The first Architect was the DRB Chair for four years. He understood the ordinance and started on a design for the building. That was then handed off to another Architect. There was a second, more full set of drawings shown. Mr. Teerlink clarified that the second set of drawings would be reviewed during the regular meeting.

The use of the space was a permitted use and the applicant would go through the normal Business License process. Mr. Teerlink reported that there were 12 parking stalls on the site. The use would need to fit the 12 stalls because of the history related to off-site parking. The SOHO Food Park had issues with off-site parking going up Kentucky Avenue. The neighbors there had been dealing with that spillover for a number of years. There are residential parking-only signs inside the

1 neighborhood, but the issues persisted. Due to existing off-site parking issues, there would not be
2 any off-site parking available on Kentucky Avenue for the applicant. The applicant would likely
3 need to enter into an Off-Site Parking Agreement or Shared Parking Agreement with the office
4 building to the north or another property across the street depending on the type of use. If the
5 applicant entered into that type of agreement it would need to be approved by the Commission.
6

7 Commissioner Chris Layton wondered if the applicant was currently pursuing an Off-Site Parking
8 Agreement or Shared Parking Agreement. He also wanted to know if the SOHO Food Park had
9 something similar. Mr. Teerlink confirmed that the SOHO Food Park has an agreement with an
10 office building to the north and also has a small strip of stalls on the south side. Chair Howard
11 Layton asked about the fencing on the east side of the subject property. Mr. Teerlink suggested
12 there be a discussion with the applicant about that. An aerial image of the site was shared. The
13 east side, where the fencing was discussed, is the driveway for the four-plex. The property line
14 was paved over and some of the subject property was being used for parking the four-plex.
15 However, there might be a Cross Access Easement that the City was unaware of. He believed
16 additional discussions would need to be had with the applicant. Mr. Teerlink noted that buffering
17 was required between a retail use in the HV Zone and the abutting residential uses.
18

19 Commissioner Chris Layton wondered whether the four-plex neighbors to the east were using the
20 applicant pavement for additional personal parking. Mr. Teerlink explained it looked that way but
21 reiterated that it would need to be discussed further with the applicant. Commissioner Chris
22 Layton asked if fencing on the property line would be required. This was confirmed.
23 Commissioner Roach asked about the 12 parking stalls on the subject property. He questioned
24 whether there were enough spaces for the proposed use. Mr. Teerlink was not certain what the
25 proposed use was as it would be a retail spot that could be leased. The use would be tied to the
26 number of stalls. There was discussion regarding the existing trees in the area. Commissioner
27 Roach noted that in the new design, it looked like there were additional trees added along the west
28 side as well.
29

30 Council Member Cunningham pointed out that the building on the subject property existed before
31 the HV Zone existed. He wondered if the lot needed to be brought into compliance. Mr. Teerlink
32 explained that this needs to be done when the use is changed. Certain elements would be reviewed
33 during the Regular Meeting but things like non-conforming setbacks and graduated height
34 problems would need to be grandfathered in or determined to be legally non-conforming.
35 Commissioner Chris Layton noted that this was not a Preliminary Site Plan approval, but it is an
36 Architectural Design approval per the development standards of the HV Zone. Mr. Teerlink
37 confirmed this. He informed those present that the Site Plan, lighting, and architecture, were being
38 updated to conform to the HV Zone requirements based on the change in use.
39

40 Commissioner Chris Layton thought that what was done as a renovation to the architecture fit into
41 the context of the HV Zone. However, he had concerns about the site layout, parking, and
42 circulation. Mr. Teerlink explained that when looking at the existing condition of the parking lot
43 itself, it was important to remember that there are two drive entrances. It had been consolidated
44 into one entrance, which would take away a lot of existing traffic confusion. The landscaping

1 improvements would also be an upgrade to the site. From the TRC point of view, the application
2 met the intention of the landscaping, lighting, and architecture for the zone.
3

4 Commissioner Chris Layton believed the TRC had looked at things like driveway widths, parking
5 stall spacing, site drainage, site detention, and anything else that might come up in a Preliminary
6 Site Plan. This was confirmed. Mr. Teerlink shared additional information about parking stalls.
7 Originally, there were only 10 useable stalls but a better layout resulted in 12 parking stalls.
8

9 Mr. Teerlink reported that item five on the Regular Meeting agenda was a Legislative Action for
10 the Planning Commission to review. It was a recommendation to the City Council to vacate a
11 portion of the intersection at Fairbrook and Arbor Lanes. It was a landscaping island that was built
12 previously into a wide sweeping corner of the subdivision. The existing conditions of the site were
13 being maintained by the abutting property owner. That property owner wanted to include that area
14 in their property. The TRC had been working with the property owner to describe an area that
15 included that corner but would still ensure there was safety. None of the existing conditions would
16 change and the curb would remain in place. It was simply a request from the applicant to vacate
17 that wide corner at the intersection and include it in the property.
18

19 Chair Howard Layton assumed that the City had title to the area and it would be deeded by the
20 City to the property owner. This was confirmed. Chair Howard Layton asked about compensation.
21 Mr. Teerlink explained that compensation is required if it is considered to be a windfall to the
22 property owner. It would be up to the City Council to determine whether that needs to be
23 purchased. The area did not provide a windfall in the sense that it would increase subdivision
24 rights or create a new property that could be used for additional height. It was just adding to the
25 overall property. Mr. Teerlink noted that there was a similar application last year in the Jennie
26 Lane area. In that instance, it was a right-of-way that was not used by the City. There was no
27 compensation made to the City to purchase that ground. In that instance, it was deeded back.
28 Commissioner Roach wondered if the increase in square footage would make a difference if there
29 was a future rezone request. Mr. Teerlink denied this as the property would need to drop down to
30 the R-1-10 Zone for the applicant to achieve a lot split from that.
31

32 **CONVENE REGULAR MEETING – Public Welcome and Opening Statement by**
33 **Commission Chair.**
34

35 Chair Howard Layton called the Regular Meeting to order at approximately 6:00 p.m. He read the
36 Commission Statement for the benefit of those present and discussed the public hearing process.
37

1 **PUBLIC HEARING – ACTION ITEMS**

2
3 1. **“Children’s Art Studio Summer Camp” – Conditional Land Use Permit: Home**
4 **Occupation – 4600 South Wellington Street (R-1-10 Zone). Review and**
5 **Consideration of a Request by Applicant Kelly Philpott as Owner, for a Conditional**
6 **Use Permit for Home Occupation. Item Reviewed as an Administrative Application**
7 **as per Provisions Stated in Holladay Ordinance §13.08.040. File #23-2-04.**
8

9 Ms. Marsh reported that the application was for a Conditional Use Permit for a Home Occupation.
10 It was for a summer art camp at 4600 South Wellington Street that would be conducted Monday
11 through Thursday and would serve children ages five to 11 in June. There was a public hearing
12 for the use held on April 18, 2023, but the item was continued by the Planning Commission due
13 to noticing issues and the need to split the Conditional Use Permits into two separate applications.
14

15 The applicant, Kelly Philpott, was present to share additional information. During the last
16 Planning Commission discussion on the matter, it was determined that the proposed preschool use
17 and summer camp use should be separated from one another. She explained that the summer camp
18 would only take place during June. During the school year, she wanted to have preschool and
19 kindergarten-aged children in the home to do art lessons for two hours per day on Tuesday and
20 Thursday mornings. Chair Howard Layton noted that last time there were discussions about an
21 application for preschool use with the State. He wondered if that was in process. Ms. Philpott
22 responded that she called the State Office and because she would not have children in her home
23 for more than four hours per day it was not necessary to be licensed through the State for the
24 childcare. However, she had filled out a business application with the State and there would be
25 some inspections that went along with that part of the process.
26

27 Commissioner Banks asked about the feedback received from the State. Ms. Philpott reiterated
28 that she could not have children in her home for more than four hours. Since she would only have
29 children in the home for two hours she did not need to obtain a license from the State for that.
30 Chair Howard Layton noted that there need to be two separate public hearings for the property
31 because of the two different uses being proposed. There would be separate motions for each.
32

33 Chair Howard Layton opened the public hearing. He noted that several email comments were
34 received and included as part of the record. There were no further comments. The public hearing
35 was closed.
36

37 ***Commissioner Prince moved to APPROVE the application for a Home Occupation for “Philpott***
38 ***Children’s Art Studio,” located at 4600 South Wellington, subject to the following:***
39

40 ***Findings:***

- 41
42 1. ***Land Use and Home Occupation requirements, as proposed, follow existing City***
43 ***Ordinances.***
44

- 1 2. *All conditional uses, as proposed, meet approval standards as outlined in Chapter*
2 *13.08040F.*

3
4 **Conditions:**

- 5
6 1. *Off-street parking areas shall be maintained as available during business hours,*
7 *with no street parking allowed.*
8
9 2. *Pick-up and drop-off shall be directly facilitated by the owner of the business,*
10 *requiring the driver to remain in the vehicle.*
11
12 3. *Obtain a Holladay Business License.*
13
14 4. *Hours of operation be limited to Monday through Thursday, 9:00 a.m. to*
15 *11:00 a.m., for four weeks in the summer.*
16
17 5. *Conditions or complaints found to violate set standards will require re-review by*
18 *the Planning Commission or possible revocation of this permit as determined by*
19 *the Community Development Director.*
20

21 *Commissioner Roach seconded the motion. Vote on Motion: Commissioner Vilchinsky-Aye;*
22 *Commissioner Chris Layton-Aye; Commissioner Banks-Aye; Commissioner Roach-Aye;*
23 *Commissioner Prince-Aye; Commissioner Cunningham-Aye; Chair Howard Layton-Aye. The*
24 *motion passed unanimously.*
25

- 26 2. **“Children’s Art Preschool” – Conditional Land Use Permit: Home Occupation**
27 **Preschool – 4600 South Wellington Street (R-1-10 Zone). Review and Consideration**
28 **of a Request by Applicant Kelly Philpott as Owner, for a Conditional Use Permit for**
29 **a Home Occupation Preschool (up to 12 children). Item Reviewed as an**
30 **Administrative Application as per Provisions Stated in Holladay Ordinance**
31 **§13.08.040. File #23-2-06.**
32

33 There were no additional discussions about the proposed preschool use.

34
35 Chair Howard Layton opened the public hearing. There were no comments. The public hearing
36 was closed.
37

38 *Commissioner Banks moved to APPROVE the application for a Home Occupation for “Philpott*
39 *Children’s Art Preschool,” located at 4600 South Wellington, based on the following:*

40
41 **Findings:**

- 42
43 1. *Land Use and Home Occupation requirements, as proposed, follow existing City*
44 *Ordinances.*
45

- 1 2. *All conditional uses, as proposed, meet approval standards as outlined in Chapter*
2 *13.08040F.*

3
4 **Conditions:**

- 5
6 1. *Off-street parking areas shall be maintained as available during business hours,*
7 *with no street parking allowed.*
8
9 2. *Pick-up and drop-off shall be directly facilitated by the owner of the business,*
10 *requiring the driver to remain in the vehicle.*
11
12 3. *Maximum of 12 children on the premises at one time, including the caregiver's*
13 *own children under the age of six and not in full-day school.*
14
15 4. *Obtain a Holladay Business License.*
16
17 5. *Hours of operation be limited to Tuesdays and Thursdays, 9:00 a.m. to*
18 *11:00 a.m., during the regular school year.*
19
20 6. *Conditions or complaints found to violate set standards will require re-review by*
21 *the Planning Commission or possible revocation of this permit as determined by*
22 *the Community Development Director.*
23

24 *Commissioner Prince seconded the motion. Vote on Motion: Commissioner Vilchinsky-Aye;*
25 *Commissioner Chris Layton-Aye; Commissioner Banks-Aye; Commissioner Roach-Aye;*
26 *Commissioner Prince-Aye; Commissioner Cunningham-Aye; Chair Howard Layton-Aye. The*
27 *motion passed unanimously.*
28

- 29 3. **“Brinton Home Salon” – Conditional Land Use Permit: Home Occupation – 5266**
30 **South Cottonwood Club Drive. (R-1-10 Zone) Review and Consideration of a Request**
31 **by Applicant Erin Brinton as Owner, for a Conditional Use Permit for Home**
32 **Occupation. Item Reviewed as an Administrative Application as per Provisions**
33 **Stated in Holladay Ordinance §13.08.040. File #23-2-04.**
34

35 Ms. Marsh reported that the application is for a Conditional Use Permit for a Home Occupation at
36 5266 South Cottonwood Club Drive for a home salon use. The applicant is an Esthetician and
37 would like to provide facial and waxing services in her home. The home has a basement entrance
38 and three parking spaces in the driveway. The applicant will see one client at a time and the hours
39 of operation were proposed to be Tuesday through Friday from 10:00 a.m. to 5:00 p.m. Clients
40 would be by appointment only with a 30-minute window between clients.
41

42 The applicant, Erin Brinton, shared additional information about the application. She has been an
43 Esthetician for approximately 15 years and has owned her business for 12 years. She wants to
44 move her existing business into her home. Chair Howard Layton reported that notices were
45 distributed. He asked if a neighborhood meeting was held. Ms. Brinton reported that a

1 neighborhood meeting was held and she invited everyone within 500 feet of the home. There were
2 three attendees. She explained what the use would be and answered questions.

3
4 Commissioner Prince noted that the description referenced a grey container on the north side of
5 the paved driveway that will be moved. She wondered if it would be paved or landscaped to allow
6 for a third parking space. Ms. Brinton stated that gravel will be placed there. Commissioner Banks
7 wondered if she would approve of a Condition of Approval prohibiting signage out front.
8 Ms. Brinton was not planning to have a sign. Commissioner Banks also wanted to know if she
9 would comfortable not having more than one customer at a time in the home. Ms. Brinton
10 confirmed this. Commissioner Banks noted that some neighbors expressed concerns about
11 possible safety issues when children are coming home from school. He asked about a Condition
12 of Approval that would prevent customers from coming between 3:45 p.m. and 4:15 p.m.
13 Ms. Brinton explained that there are barely any schoolchildren walking on the street. In addition,
14 the school will be closing at the end of the year. As a result, she did not believe that the Condition
15 of Approval or the concern expressed was relevant.

16
17 Chair Howard Layton opened the public hearing. He noted that several written and email
18 comments were submitted and on the record. There were no further comments. The public hearing
19 was closed.

20
21 Commissioner Prince felt that the Conditions of Approval suggested by some of the neighbors
22 were onerous. She was not sure that anything more than what had been outlined by Staff in the
23 Meeting Materials Packet was appropriate. Chair Howard Layton believed that most of the
24 concerns raised in the email comment had already been discussed and were covered by the
25 recommendations.

26
27 It was noted that the address in the suggested motion language was incorrect. Ms. Marsh
28 confirmed that the Findings and Conditions were all accurate and relevant to the current
29 application.

30
31 ***Commissioner Roach moved to APPROVE the application for a Home Occupation for “Brinton***
32 ***Home Salon,” located at 5266 South Cottonwood Club Drive, subject to the following:***

33
34 ***Findings:***

- 35
36 1. ***Land Use and Home Occupation requirements, as proposed, comply with existing***
37 ***City Ordinances.***
38
39 2. ***The conditional use, as proposed, meets approval standards as outlined in***
40 ***Chapter 13.08040.***
41

42 ***Conditions:***

- 43
44 1. ***Off-street parking areas shall be maintained as available during business hours,***
45 ***with no street parking allowed.***

1
2 2. *Obtain a Holladay Business License.*

3
4 3. *Hours of operation be limited to Tuesdays through Fridays, 10:00 a.m. to*
5 *5:00 p.m.*

6
7 4. *Conditions or complaints found to violate set standards will require re-review by*
8 *the Planning Commission or possible revocation of this permit as determined by*
9 *the Community Development Director.*

10
11 *Commissioner Prince seconded the motion. Vote on Motion: Commissioner Vilchinsky-Aye;*
12 *Commissioner Chris Layton-Aye; Commissioner Banks-Aye; Commissioner Roach-Aye;*
13 *Commissioner Prince-Aye; Commissioner Cunningham-Aye; Chair Howard Layton-Aye. The*
14 *motion passed unanimously.*

15
16 4. **“2410 Kentucky Facade Update” Holladay Village - Architectural Design – 2410**
17 **Kentucky Ave (HV ZONE). Review and Consideration of an Architectural Update**
18 **Proposal by Applicant/Property Owner, Nathan Brockbank. Item Reviewed as an**
19 **Administrative Action of a Permitted Land Use in the HV Zone. Review to Include**
20 **Architectural Design Details and Related Site Features as per Procedures and**
21 **Development Standards of the Holladay Village Zone §13.71, and §13.08.010D of the**
22 **Holladay Code. File #23-9-02.**
23

24 Mr. Teerlink reported that the application was for a property located at 2410 Kentucky Avenue,
25 which was on the eastern border of the HV Zone. The HV Zone was created as a way to augment
26 the look and feel of the Downtown Village area. The intention was to enhance the pedestrian feel
27 for residents and create a mixed-used village atmosphere while remaining cognizant of abutting
28 residential property owners. Architecture and design, especially landscaping and lighting, were
29 elements that were critical to review when looking at any project within the HV Zone. The
30 standards required in the zone apply whenever a building is torn down and rebuilt but also when
31 there is a change in use or a remodel of more than 50% of the interior space. The current
32 application would be changing the use with a major remodel of the interior property. As a result,
33 the Planning Commission is required to review design and architecture updates as well as site
34 features. The Staff Report outlined how the project adhered to landscaping, lighting, architectural
35 elements, and parking. He suggested that the Commission speak to the applicant about parking.
36

37 Commissioner Chris Layton asked about the square footage of the building. Mr. Teerlink reported
38 that it was just under 4,000 square feet in total area. Discussions were had about the current use
39 of the building. Commissioner Chris Layton believed it was under-parked already. This was
40 confirmed. Commissioner Roach asked about landscaping. He wanted to know if the park strip
41 will be regulated by City Ordinance if approved. Mr. Teerlink confirmed this. He noted that there
42 are also buffering requirements along the eastern side. He suggested speaking to the applicant
43 about what the property line looks like, what improvements are there, what is shared, and what is
44 not intended to remain. The applicant was present to answer questions.
45

1 The applicant, Nathan Brockbank, introduced himself to the Commission. He shared updated
2 renderings with the Planning Commission for additional context. Mr. Brockbank reported that he
3 purchased the property approximately one year ago. Originally, he designed a two-story building
4 with three apartments above and retail below. He decided not to pursue that because of parking
5 issues. The current proposal was to add a façade. The entire property would be rebricked except
6 for the back portion and the brick would be painted. There would be several new windows and
7 doors. He reported that the front of the building will be wood.

8
9 Commissioner Chris Layton believed there were Letters of Intent (“LOI”) for tenants. He
10 wondered what the proposed use would be. Mr. Brockbank clarified that he had a lease signed.
11 The use would be for interior decorating. At one time, he was considering a restaurant use in the
12 space as there had been several offers from restaurants but the parking did not allow for that.
13 Commissioner Roach believed the interior decorating use made sense for the building and the
14 location. Mr. Brockbank explained that the intention was to have a first-class building. The plan
15 was to reroof, re-asphalt the parking lot, do the façade work, and put in additional landscaping.

16
17 Commissioner Chris Layton asked about the parking shown on the rendering. He referenced the
18 parking that was connected to the SOHO Food Park. Mr. Brockbank reported that he had spoken
19 to them several times when he was looking into a restaurant use, but there was not a desire to share
20 parking for several reasons. This was partly due to competition from a restaurant use. However,
21 he believed there was plenty of parking on-site for the interior decorating use that was now
22 contemplated. Chair Howard Layton wanted to know about fencing. Mr. Brockbank reported that
23 the east side of the property is fenced. He was asked about the fourplex and the use of the subject
24 property. Mr. Brockbank explained that there had been some use for years, which was the reason
25 a wooden fence had been added. It was intended to separate the properties appropriately.
26 Commissioner Prince asked whether the fence met the requirements for a buffer, which it did. As
27 for landscaping, he acknowledged that there was a need for landscaping along the east side.

28
29 Mr. Teerlink noted that one of the more important aspects of the Site Plan in the HV Zone was the
30 location of the dumpster. In this scenario, the dumpster would be located away from abutting
31 residential properties. The dumpster location was pointed out on the rendering. Mr. Teerlink
32 stated that the architect did a very good job with the Site Plan. Mr. Brockbank wondered what
33 would happen if the application was approved during the Planning Commission Meeting. He
34 wanted to understand if it would be appropriate to draw up the plans. Mr. Teerlink confirmed this
35 but noted that there might be some Conditions of Approval from the Commission.

36
37 Chair Howard Layton opened the public hearing.

38
39 *Steve Doxey* gave his address as 2430 East Kentucky Avenue, which was two doors to the east of
40 the subject property. He did not have any objection to the architectural improvements as far as the
41 façade was concerned. **Mr. Doxey discussed the fence that had been mentioned. The fence
42 went to the front of the east part of the building. It did not extend to the street, but only to the front
43 of the building. He believed the ordinance required it to go along the entire property line that was
44 shared with the R-1-10 Zone. As was mentioned, the ordinance required a 5-foot landscaped strip
45 to buffer the abutting residential zone from the use. Mr. Doxey noted that he also had some

1 concerns about parking and traffic. He was not certain whether there was sufficient parking as he
2 did not know what an interior decorating retail store would look like. He suggested that the
3 Commission find out how intense the use would be and determine whether the parking was
4 adequate. Mr. Doxey was also concerned about how traffic would access the property.

5
6 There were no further comments. The public hearing was closed.
7

8 Mr. Brockbank responded to the comments shared by Mr. Doxey. He explained that 90% of the
9 use would be design consultation. The clients would come in and meet with the designer. There
10 would be a bit of retail use, but the majority of the use was consultation with designers. Chair
11 Howard Layton asked about the lease term. Mr. Brockbank reported that it was for 10 years.
12 Commissioner Chris Layton wondered how many employees would be on site. Mr. Brockbank
13 believed there were 16 employees in total, but most of those employees worked from home. There
14 would not be that many employees there on a day-to-day basis. He asked that the item not be
15 tabled as he had a deadline of August 2023. He believed all of the requirements had been met and
16 would be met.

17
18 Mr. Teerlink discussed the comment about extending the fence line. He reported that there were
19 clear view requirements in the ordinance that created a safe view zone as someone pulled out of
20 the driveway. Extending fencing to the edge of the right-of-way did not always work when there
21 was a driveway nearby. Chair Howard Layton asked about the vegetation. Mr. Teerlink explained
22 that it would need to be low. Even if trees were planted in that right-of-way, they would need to
23 be trimmed up to see up and down the street. Commissioner Prince asked about the existing
24 wooden fence. Mr. Teerlink clarified that the existing fence did not extend to the street. A
25 comment had been made during the public hearing about extending it to the street, but the clear
26 view requirements needed to be taken into consideration. Visibility in the area was essential.
27

28 Commissioner Prince noted that there had been references to five-foot landscaping buffers, but she
29 wanted to understand what applied to the property. Mr. Teerlink reported that the five-foot buffer
30 strip was applied to the eastern property line. There would be a fence, a five-foot buffer, and then
31 the parking stalls. The current drawing did not show that. The Planning Commission could
32 consider conditions that ensured the fencing extended out but did not encroach into the clear view
33 zone and conditions that referenced the landscape buffer that was required for the HV Zone.
34 Commissioner Chris Layton explained that there were a lot of site considerations that were not
35 shown in the submitted materials. To approve the item, the TRC would need to enforce the City
36 standards. Alternatively, the applicant would need to amend the items that did not currently meet
37 the City requirements and return to the Planning Commission at a future meeting.
38

39 Mr. Teerlink discussed the parking ratio. In the HV Zone, there were professional office uses and
40 retail businesses. Both had a ratio of 2.5 stalls per 1,000 square feet. Even if the parking were to
41 be compressed for the landscape buffer, the amount of parking would still be compliant. Due to
42 the type of retail use that was proposed for the space, parking was unlikely to be an issue. Mr.
43 Teerlink explained that if there was a more intense retail use or restaurant use, additional parking
44 may have been needed. Commissioner Prince believed that as long as the areas of concern were
45 identified in the motion language, such as the fence and landscape buffer, it would be appropriate

1 to approve the application. Commissioner Cunningham asked about the setbacks. It was noted
2 that this was not new construction so the setbacks were not an issue in this instance.

3
4 Commissioner Banks believed the areas with outstanding questions had been identified. There
5 had been adequate discussions about where the shortcomings were and the solutions seemed fairly
6 easy to implement. It was possible to rely on the TRC to fine-tune the application as it moved
7 forward. Chair Howard Layton agreed. He believed it would be possible to make a motion to
8 approve the application. The TRC could apply the requirements that were not shown in the current
9 plans.

10
11 ***Commissioner Banks moved to APPROVE the amended building design for 2410 East Kentucky***
12 ***Avenue in the HV Zone, with the following conditions:***

- 13
14 ***1. Delegate final resolution to the TRC for the topics discussed that remained non-***
15 ***compliant or insufficiently specified: the implementation of an appropriate and***
16 ***compliant landscape buffer, fencing, street trees, and parking.***

17
18 ***Commissioner Prince seconded the motion. Vote on Motion: Commissioner Vilchinsky-Aye;***
19 ***Commissioner Chris Layton-Aye; Commissioner Banks-Aye; Commissioner Roach-Aye;***
20 ***Commissioner Prince-Aye; Commissioner Cunningham-Aye; Chair Howard Layton-Aye. The***
21 ***motion passed with the unanimous consent of the Commission.***

- 22
23 **5. “4987 South Fairbrook” Right of Way Street Vacation – 4987 South Fairbrook**
24 **(ZONE). Vacation of an Unused Portion of Landscaped Right-of-Way at the**
25 **Intersection of Fairbrook and Arbor Lane. The Area is Proposed to be Added to the**
26 **Re-Described Property Description of the Applicant’s Abutting Lot (Lot 31,**
27 **Arborwood Park) Required by Holladay Ord §14.48 and 13.10.080D. File #22-1-12.**

28
29 Mr. Teerlink reported that the application related to a right-of-way street vacation at the
30 intersection of Fairbrook Lane and Arbor Lane. He explained that a street vacation was a
31 Legislative Action from the Planning Commission that required a recommendation to the City
32 Council for final review and approval. The application had been brought forward by an abutting
33 property owner of some right-of-way. He shared an image of the area with the Commission.

34
35 During the original development of Arborwood Park in 1946, a wide road curvature at the
36 intersection was designed and dedicated as part of the subdivision plat, as approved by the Salt
37 Lake County Commission. Until approximately 1997, the area was void of a landscaping island.
38 Without direct access to Salt Lake County planning documents, it was assumed that the island was
39 installed to slow traffic around the wide curve at the intersection. Since that time, the abutting
40 property owners had landscaped, maintained, and irrigated the island which featured a small public
41 walkway and on-street parking stall. Though a small path meandered behind the landscaping, the
42 City did not maintain any feature of the area. City Ordinance §2.11.300, 13.10.080.D, and §14.48
43 allowed an applicant to petition the City to vacate portions of public right of way. The applicant,
44 as the abutting property owner, was interested in receiving the unused public property.

1 The area described for vacation included the majority of the landscaped area, except for the outer
2 curve that went around the corner for stormwater control. Mr. Teerlink discussed the area across
3 the street that had a landscaped area that jumped out into the right-of-way. It was also owned and
4 maintained by the abutting property owner. However, if this application was recommended to the
5 City Council for approval, the Council would need to take into account that the neighbor across
6 the street would not be able to add that area to their property without a dramatic change to the City
7 standard dimensions for roadway development. Commissioner Prince wondered whether this was
8 essentially a first-come-first-served situation. Mr. Teerlink confirmed this.

9
10 Commissioner Roach wondered whether the existing buffers were originally outlined for a future
11 roundabout. It seemed like there was a strange design in place. Mr. Teerlink explained that he
12 went back through the planning records, but there was no indication why it was built that way.

13
14 The applicant, Courtney Lords, stated that she was one of the new property owners at 4987 South
15 Fairbrook Lane. The previous owners had lived in the home for 50 years. The house was
16 purchased approximately one year ago. When she purchased it, the intention was to do a remodel
17 and a small addition. However, it was recommended that the house be torn down because that
18 would cost less. The former property owner told her that he had started this application process.
19 Ms. Lords understood that the previous owners were approached about the intersection before the
20 City was incorporated by the County. People came through there at excessive speeds and barely
21 made the corner. There were several near-hit incidences in the neighborhood and additions had
22 been made to deter traffic from going through their walkway. The previous owners put sprinklers
23 in and when the City was incorporated, the City reimbursed them for the plumbing. For many
24 years, the previous owners had been paying the water bill and maintaining the area. Ms. Lords
25 informed the Commission that she intended the use to be the same as what it had been before.

26
27 Commissioner Prince noted that some of the narratives in the Meeting Materials Packet described
28 the historical process. She wondered whether the previous owners had started the street vacation
29 process before selling the home. This was confirmed. The only thing that they had left to do was
30 schedule the Planning Commission Meeting. Mr. Teerlink explained that the previous owner had
31 submitted an application, paid for the application, and went through the initial exhibits. Meetings
32 were starting to be scheduled when the property transfer occurred. Commissioner Banks asked
33 who owned the underlying land. Mr. Teerlink explained that the City did.

34
35 Chair Howard Layton opened the public hearing.

36
37 *Jeff Brasher* gave his address as 4990 Fairbrook Lane. He was across the street and one lot south
38 of the subject property. He expressed support for the application. Having that be a typical
39 neighborhood corner and landscape would be a benefit to the neighborhood and the City.

40
41 There were no further comments. The public hearing was closed.

42
43 Commissioner Roach asked if the same clear view requirements would apply if fencing was added
44 to the area. He also wanted to know if there would be additional requirements for the rebuild with
45 regard to street trees. Mr. Teerlink explained that because of right-of-way width changes, the area

1 where street trees are void would need to be incorporated into that landscaped area. Commissioner
2 Roach did not believe there were any street trees currently. Ms. Lord explained that some of them
3 needed to come down but those would be replaced.

4
5 ***Commissioner Chris Layton moved to recommend APPROVAL to the City Council for the Street***
6 ***Vacation at the intersection of Arbor and Fairbrook Lanes on behalf and in benefit of “4987***
7 ***Fairbrook Lane, Lot 31 of Arborwood Park,” a residential subdivision in the R-1-43 Zone.***
8 ***Commissioner Roach seconded the motion. Vote on Motion: Commissioner Vilchinsky-Aye;***
9 ***Commissioner Chris Layton-Aye; Commissioner Banks-Aye; Commissioner Roach-Aye;***
10 ***Commissioner Prince-Aye; Commissioner Cunningham-Aye; Chair Howard Layton-Aye. The***
11 ***motion passed unanimously.***

12
13 **ADJOURN**

14
15 ***Commissioner Roach moved to ADJOURN. The motion was not seconded. The motion passed***
16 ***with the unanimous consent of the Commission.***

17
18 The Planning Commission Meeting adjourned at approximately 7:17 p.m.

1 *I hereby certify that the foregoing represents a true, accurate, and complete record of the City*
2 *of Holladay Planning Commission Meeting held Tuesday, May 2, 2023.*
3
4
5

6 **Teri Forbes**

7 Teri Forbes
8 T Forbes Group
9 Minutes Secretary

10
11 Minutes Approved: _____

DRAFT