



SPRINGDALE

Utah

Memorandum

To: Planning Commission
From: Niall Connolly, Principal Planner
Date: August 15th, 2025
Re: Design Development Review Revision, New Residence at 54 Hummingbird Lane

Introduction

The Planning Commission approved a design development review for development at 54 Hummingbird Lane at the September 18th 2024 meeting. This development consisted of a single family home and casita/ detached garage. Approval was given subject to thirteen planning conditions.

Proposed Revisions

This DDR revision application has been made to seek approval to revise the access arrangements that were approved last September. Access to this property and its neighbouring properties (no. 50 and no. 44) is not straightforward. As shown in figure 1, the access for the application property passes through a corner of the front yard of no. 50. The access for no. 44 does also, as well as passing through no. 54. Staff's understanding is that these existing access arrangements are informal and do not involve any recorded easements. The plans which were approved included a shared parking area for no. 44 and 54, which would have straddled the property boundary. Following further discussion between the property owners in question, they have decided they would instead prefer to create separate accesses and separate parking areas. This application seeks approval for these revised access arrangements.

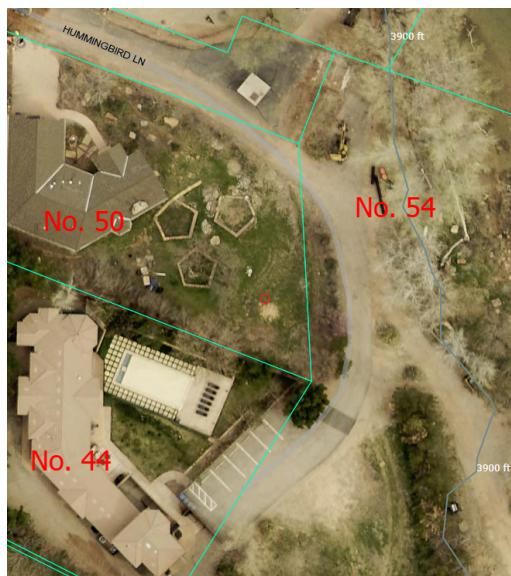


Figure 1. Aerial view showing the complex access arrangement of these properties. The green lines are the property lines.

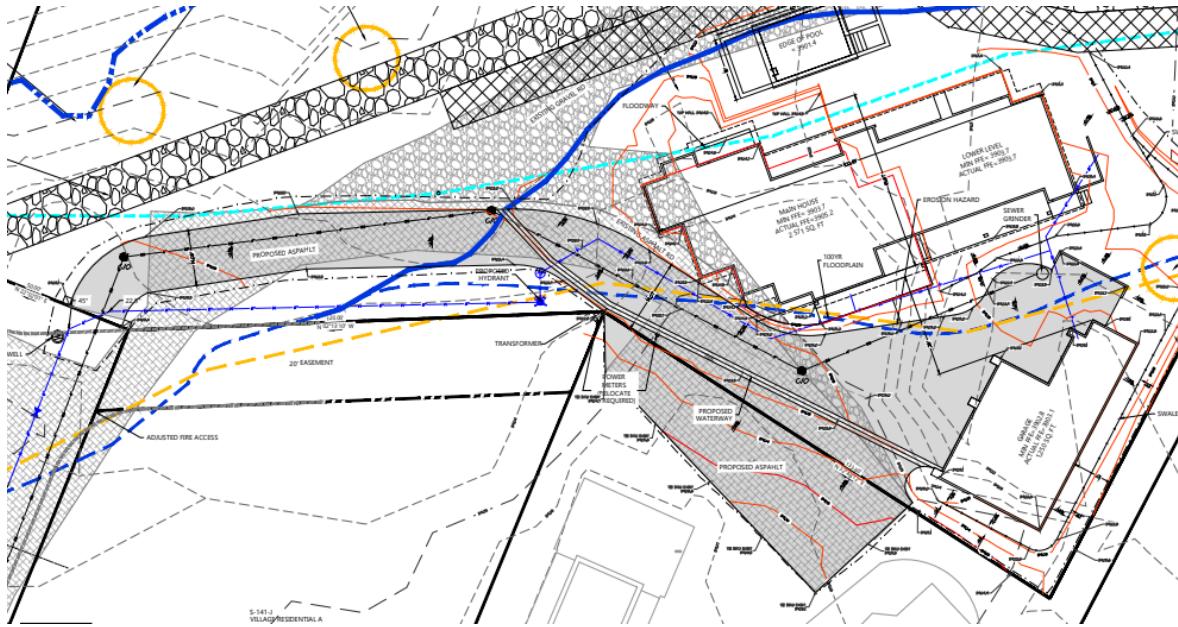


Figure 2. Layout that was approved, which included a shared parking area for no. 44 and 54.

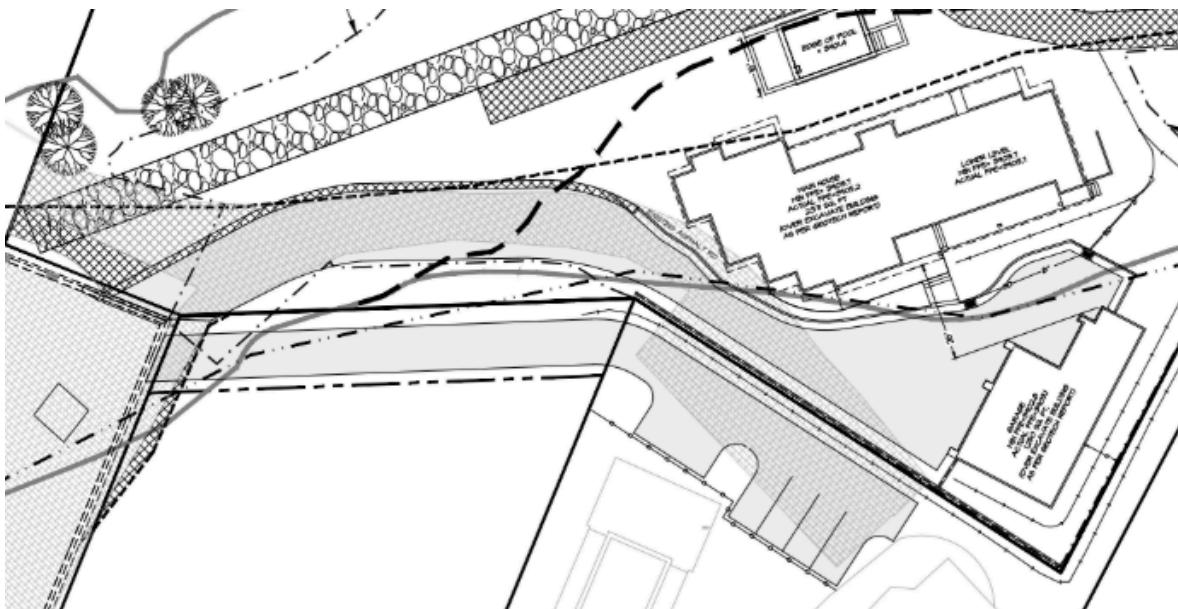


Figure 3. Revised Access now proposed, with separated parking areas

The approved plans retained the existing shared driveway through no. 54, and then a parking lot which would be shared by both no. 44 and 54. The access layout now proposed would separate the access and parking of these two properties. No. 54 would continue to use the same access, and have its own parking area. No. 44 would now be accessed through a new driveway passing through the yard of no. 50. There is an existing easement which allows them to create this new driveway. They would also now have their own parking area.

Access Easements

As outlined above, the existing access arrangements which involve passing through each other's properties are informal. The new access arrangement will require two easements:

- Firstly, for the new driveway through the yard of no. 50 to access no. 44. Although this has not been used until now, an easement already exists here.

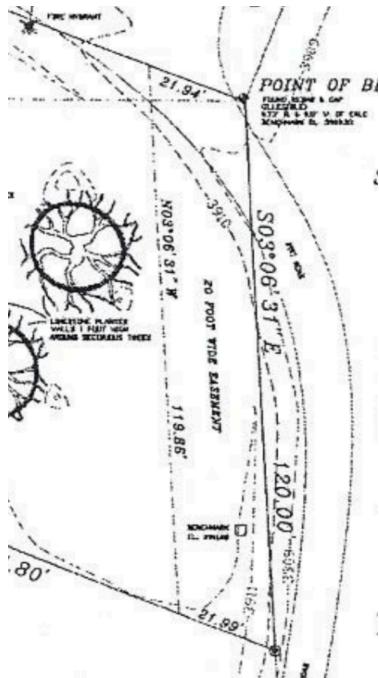


Figure 4. Easement through no. 50 which benefits no. 44

- Secondly, an additional area of the yard of no. 50 will be needed to benefit no. 54 (the application property). This is to allow fire truck access. A 20 ft wide fire access is required, and this additional area of land is needed to get around the Town's pump house which is situated at the bottom of Hummingbird Lane. No such easement exists at present, however Town staff has been presented with an unsigned draft of this easement. Fire district approval is part of the building permit stage. A signed and recorded version of this new easement will be required before the building permit can be issued.

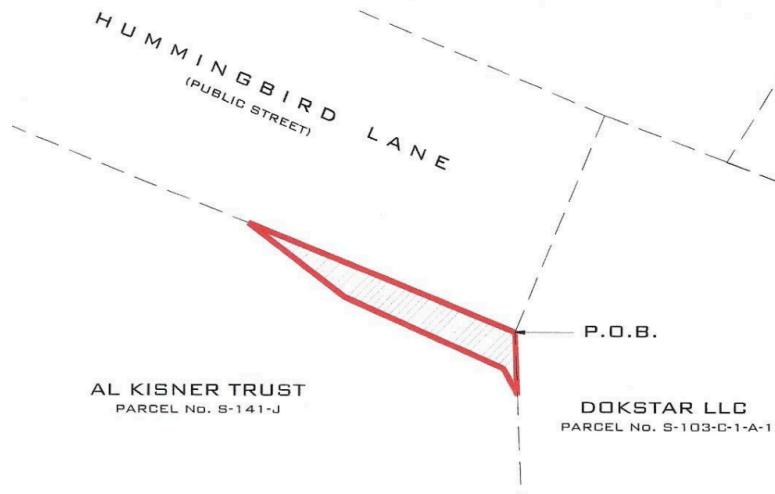


Figure 5. New easement that will be required to create fire truck access to no. 54

Other Changes

Other than the revised access arrangements, the plans are otherwise almost identical to the already approved plans. There are two additional changes however:

- The approved plans showed the roof of the house as standing seam metal. The plans now show the roof as EDPM membrane with aluminum flashing. This should comply with the Code so long as the color of the roof is on the Town color palette and the aluminum is non-reflective.
- Sheet 4 of the Civils Plans (Site Grading and Drainage Plan) by Rosenberg Engineers shows re-grading on the riverward side of the erosion protection trench. This was not shown on previous grading plans. This is potentially problematic because the flood modelling that was done in support of the floodplain development permit and erosion permit to show “no-rise” was not based on this re-grading. Staff therefore recommend that if the planning commission approves these revised plans, the approval is conditional on the grading being as originally shown, and not this new arrangement.

Other than these points, the plans are identical to those approved before. Staff recommends that the commission need not revisit the original approval, other than these specific changes which are proposed. As this is an application to “revise” the existing DDR approval, the existing DDR expiry date still applies (**September 17, 2025**) and will not be extended by this revision application.

Planning Conditions

The September 2024 approval was subject to 13 conditions. It would be advisable to restate some of these conditions on any approval for this revised DDR. However, some of the conditions will no longer be applicable. The table below lays this out:

Condition	Comments
1. The applicant must provide a sample of the roof material to the Town in advance of construction to ensure it complies with the Town's color palette.	We recommend this condition is included with any revised approval. Particularly as the roof material now proposed is different from the original approval.
2. Any native trees, such as cottonwoods, that are lost during construction must be replaced at a rate of 2:1 new trees for every tree which is lost.	We recommend this condition is included with any revised approval.
3. Replacement trees must be the same or similar approved species and native to Zion Canyon.	We recommend this condition is included with any revised approval.
4. The applicant must obtain a separate pool permit for the swimming pool and the lighting must meet the outdoor lighting requirements of the ordinances.	We recommend this condition is included with any revised approval.
5. The applicant must enter into a common parking agreement with the owners of 44 Hummingbird Lane, as described in Section 10-23-8(B) of the Springdale Municipal Code.	This is no longer necessary, as the shared access and parking is no longer proposed.
6. An easement must be recorded on the property to ensure perpetual access for parking for parcel S-141-G-1-A.	This is no longer necessary, as the shared access and parking is no longer proposed.
7. The pump house on Hummingbird Lane is not to be removed.	We recommend this condition is included with any revised approval.
8. If at any future time the property owner or applicant desires to turn the property into a vacation rental, they must follow the then applicable Transient Lodging Ordinances and requirements such as the Transient Lodging Overlay Zone that is enforced now.	We recommend this condition is included with any revised approval.
9. The Town and the applicant will review section 10-25-10 of the Town Code and determine if that applies to this shared driveway making it a lane and requiring a Road Maintenance Agreement.	At the time, staff verified that this section of the code did not apply. The newly proposed accesses do not involve any shared driveways. Staff does not recommend this condition is carried forward to a revised approval.
10. The applicant and the Town staff will perform a site walkthrough to reconfirm all of the native trees that will remain or be removed and confirm that those that are removed will be replaced 2:1.	The applicant's representatives and Town staff did a site walkthrough in October 2024 to confirm the native vegetation. The landscape plan was to be updated based on this, but no updated plan has

	<p>been provided in the intervening time.</p> <p>We recommend this condition is not carried forward, but that a condition requiring an updated landscape plan is required (see below).</p>
<p>11. The staff will review the grading plans for this DDR in combination with the erosion permit that was granted in 2021 to review the entire common grading and make sure that the grading meets the requirements of both plans.</p>	<p>This review has since been carried out and it was confirmed that the proposed grading matched the grading on the erosion hazard permit plans.</p> <p>The new plans however show different grading than was proposed before. Staff recommends a new condition (see below) to address this point.</p>
<p>12. The applicant will provide access to a potential future trail connection to the park from the end of Hummingbird Lane that would potentially access a bridge over the river to the property on the other side.</p>	<p>We recommend this condition is included with any revised approval.</p>
<p>13. The casita cannot be rented separately in accordance with the development agreement, and if any rentals do occur of the house and casita, they must be rented together to a single association, family, or other similar group.</p>	<p>We recommend this condition is included with any revised approval.</p>
<p>The Following Additional Conditions are Recommended</p>	
<p>Prior to the issuance of a building permit, the applicant must provide the Town evidence of a recorded easement allowing access across no. 50 Hummingbird Lane to benefit no. 54 Hummingbird Lane. This easement is required to accomplish the required fire truck access.</p>	<p>Staff recommends that this condition is added.</p>
<p>An updated landscape plan must be provided to the Town. This plan must detail the native vegetation taller than 6ft which is to be removed, and show where the required two replacement trees for every one that is lost.</p>	<p>Staff recommends that this condition is added, in place of the original condition 10.</p>
<p>The re-grading shown on the riverward side of the erosion protection on Civil Sheet no. 4 (Site Grading and Drainage Plan) is not approved. Any grading in this area must conform to the plans previously approved with the floodplain development permit, unless further hydraulic and</p>	<p>This condition is recommended to ensure that any re-grading in the floodway complies with the Town's ordinances and does not lead to a rise in the base flood elevation.</p>

<p>hydrological modelling is provided which demonstrates that any such re-grading will not lead to a rise in the base flood elevation on or off site.</p>	
<p>This revised approval does not include the new parking area shown on the plans at no. 44, nor the new driveway through no. 50's yard to serve no. 44. A separate permit application will be required for approval of those improvements.</p>	<p>These elements of the plans are indicative only, and the property owners in question would need to make that permit application.</p>

Applicable Ordinances

The Commission may wish to refer to the following ordinances to help inform the review of this application:

- Section 10- 11B: Village Commercial Zone
- Section 10- 18: Landscaping

The Planning Commission may also wish to refer to the Development Agreement that relates to this property.

Planning Commission Action

The Planning Commission should review the proposed Design Development Review Revision to determine if it complies with the applicable standards in the Town Ordinance. Staff recommends the Commission specifically consider the following:

- Does the proposed development meet all the requirements of the Village Commercial (VC) Zone?

Sample Motion Language

The Planning Commission may refer to the following sample language when making a motion on the application:

*The Planning Commission **approves/ denies** the proposed Design Development Review Revision for a single family home and detached garage/ casita at 54 Hummingbird Lane, as discussed at the Commission meeting on August 20th, 2025. The motion is based on the following findings:*

[LIST FINDINGS]

If making a motion for approval, the planning commission may wish to consider the conditions of approval which are listed in the table above.

Appendix 1. Application Drawings

Appendix 2. Development Agreement

Appendix 1: Application Drawings



SPRINGDALE SNOWLEOPARD

54 HUMMINGBIRD LANE
SPRINGDALE, UTAH, 84767

PROJECT DATA

OWNER: BRECK DOCKSTADER

LEGAL DESCRIPTION: S-103-C-1-A-1

BLDG CLASSIFICATION: SINGLE FAMILY RESIDENCE

TYPE OF CONSTRUCTION: VB

CODES: HOMES SHALL BE CONSTRUCTED TO ALL LOCAL CODE REQUIREMENTS OF WASHINGTON COUNTY.

*2021 INTERNATIONAL RESIDENTIAL CODE (21IRC)
*2021 INTERNATIONAL BUILDING CODE (21IBC)
*2021 INTERNATIONAL PLUMBING CODE (21IPC)
*2021 INTERNATIONAL MECHANICAL CODE (21IMC)
*2021 NATIONAL ELECTRICAL CODE (21NEC)
*2021 INTERNATIONAL ENERGY CONSERVATION CODE (21ECC) UTAH EDITION

SQUARE FOOTAGE

MAIN HOUSE	
LOWER LEVEL	1,190' SQFT
MAIN LEVEL	1,768' SQFT
2ND LEVEL	1,990' SQFT
MAIN HOUSE TOTAL LIVING SQFT	4,948' SQFT
CASITA / GARAGE	
1ST LEVEL	1,319' SQFT
2ND LEVEL	1,215' SQFT
CASITA / GARAGE TOTAL LIVING SQFT	2,534' SQFT
TOTAL LIVING SQFT	6,217' SQFT

DEVELOPMENT SERVICES ITEMS CHECKLIST

- ELEVATION AT SIDEWALK CALLOUT
- SETBACK - MAX & MIN.
3. CORNER LOT SETBACKS
4. ALL SETBACKS
5. DOWN SPOUT PIPED TO LANDSCAPE STRIP OR STORM DRAIN
6. GARAGE ENTRY ORIENTATION
7. RETAIN & PRIVACY WALLS
8. EXTERIOR LIGHT, NIGHT SKY COMP.

GENERAL NOTES

- ALL CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO FINAL INSPECTION. CONSTRUCTION DEBRIS SHALL BE SECURED AT ALL STAGES OF CONSTRUCTION TO PREVENT TRAVELING FROM THE JOB SITE.
- ALL CONSTRUCTION MUST CONFORM TO ALL ADOPTED CODES AND STATUTES OF THE JURISDICTION IN WHICH CONSTRUCTION TAKES PLACE.
- ANY EARTH FILL TO SUPPORT CONCRETE FLOORS, WALKS, DRIVEWAYS, ETC. MUST BE COMPACTED TO 90%.
- ALL FOOTINGS TO BE PLACED 12" BELOW UNDISTURBED GROUND AND A MINIMUM OF 30" BELOW FINISHED GRADE OR AS REQUIRED FOR LOCAL FROST LINE. TOP OF FOUNDATION SHALL BE 6" MIN. ABOVE FINISHED GRADE. FINISHED GRADE MUST SLOPE AWAY FROM THE BUILDING A MIN. OF 6" FOR THE FIRST 10'-0" AND 2% AFTER. DRAINAGE FROM LOT SHALL FLOW INTO AN APPROVED DRAINAGE SYSTEM.
- 1/2" ANCHOR BOLTS EMBEDDED 7" INTO CONCRETE SHALL BE A MAXIMUM OF 32" O.C. AND NO MORE THAN 12" FROM THE CORNERS w/ 3" X 1/4" PLATE WASHERS.
- CURBS, GUTTERS AND SIDEWALKS AT FRONTRAGE OF THE LOT SHALL BE INSTALLED AT THE TIME OF NEW CONSTRUCTION. CURB, GUTTER, AND SIDEWALKS SHALL BE CLEAN AND IN NEW CONDITION AT TIME OF FINAL INSPECTION.
- NO STUMPS, ROOTS, OR ORGANIC MATERIAL SHALL BE PRESENT IN SOIL AT THE AREA OF THE BUILDING.
- CONTRACTOR SHALL PROVIDE A MIN. OF 7'-0" HEADROOM IN ALL AREAS OF DWELLING. BEAMS MY PROJECT 6" BELOW REQUIRED CEILING HEIGHT. CEILING HEIGHT IN BASEMENT WITHOUT HABITABLE ROOMS MAY BE 6'-8" MIN. WITH BEAMS PROJECTIONS 4" BELOW CEILING HEIGHT.
- APPROVED NUMBERS SHALL BE PROVIDED FOR ADDRESS OF NEW BUILDINGS AND PLACED IN A POSITION WHICH IS PLAINLY VISIBLE AND LEGIBLE FROM THE STREET AT FRONTRAGE OF PROPERTY.
- STAIRWAYS SHALL BE A MINIMUM OF 36" WIDE, MINIMUM HEADROOM OF 6'-8"; A MAXIMUM RISE OF 7 3/4", MINIMUM RUN OF 10'. A MAXIMUM VARIATION OF 3/8" IS PERMITTED IN RISE, RUN, OR PROJECTION IN A RUN OF STAIRS. SOLID RISERS (CONCRETE, ETC. REQUIRES A 3/4" - 1 1/4" NOSING OR A 10" MINIMUM RUN. WINDER TREADS SHALL HAVE A MINIMUM TREAD DEPTH OF 10" MEASURED AT A POINT 12" FROM THE SIDE WHERE THE TREADS ARE NARROWER. WINDER TREADS SHALL HAVE A MINIMUM TREAD DEPTH OF 6" AT ANY POINT.
- HANDRAILS MUST BE INSTALLED ON STAIRS WITH 2 OR MORE RISERS. HANDRAILS SHALL RETURN TO WALL OR TERMINATE INTO A NEWEL POST OR SAFETY TERMINAL. HANDRAILS SHALL NOT BE LESS THAN 34" OR MORE THAN 38" ABOVE NOSE OF TREAD. HANDRAIL SHALL HAVE A DIAMETER NOT LESS THAN 1 1/8" OR MORE THAN 2".
- GUARDRAILS SHALL BE NOT LESS THAN 36" IN HEIGHT. OPEN RAILING SHALL HAVE INTERMISSION RAILS SPACED SUCH THAT A 4" SPHERICAL OBJECT CANNOT PASS THROUGH.
- LANDINGS SHALL BE A MIN. 36" X 36" AT ALL EXTERIOR SWINGING HINGED DOORS AND AT TOP AND BOTTOM OF ALL STAIRS.
- INSTALL DENSE, NONABSORBENT WATER PROOF SHEET ROCK ON WALLS OF SHOWERS, TUBS, ETC. ENTIRE HEIGHT OF WALL.
- PROVIDE ATTIC ACCESS OF NOT LESS THAN 22" X 30" CLEAR OPENING AND ALLOW 30" MIN. HEADROOM. ATTIC ACCESS MUST BE LOCATED IN A READILY ACCESSIBLE LOCATION (NOT IN A CLOSET).
- ENCLOSED ATTICS AND SPACES BETWEEN RAFTERS SHALL HAVE A CLEAR CROSS VENTILATION AREA TO THE OUTSIDE. VENTS SHALL PROVIDE AIR INTAKE TO ALLOW A MIN. OF 1/150 OF TOTAL SQ. FT. OF ATTIC SPACE IN BOTH GABLE / ROOF VENTS. VENTS FOR SOFFITS SHALL PROVIDE AIR INTAKE TO ALLOW A MIN. OF 1/300 SQ. FT.
- CHIMNEYS FOR FIREPLACES SHALL EXTEND A MIN. OF 2'-0" ABOVE ROOF OR 10'-0" AWAY FROM OUTSIDE AIR INTAKE OPENINGS.
- ALL GARAGE WALLS, BEAMS, AND CEILINGS TO HAVE 5/8" TYPE X SHEET ROCK INSTALLED. IN DWELLINGS WHICH HAVE LIVING SPACE OVER THE GARAGE INSTALL 5/8" TYPE X SHEET ROCK OR EQUIVALENT.
- PROVIDE COUNTER FLASHING AND CAULKING AT ALL EXTERIOR OPENINGS (DOORS, WINDOWS, DRYER VENTS, ETC.) AND INSTALL PER MFG'S SPECS.
- PROVIDE METAL FLASHING OR 15# FELT BETWEEN WOOD SHEATHING AND CONCRETE PORCHES, LANDINGS AND STAIRS.
- ALL HABITABLE ROOMS SHALL BE PROVIDED WITH AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS. NATURAL VENTILATION SHALL BE THROUGH WINDOWS, DOORS, LOUVERS, OR OTHER APPROVED OPENING TO THE OUTSIDE AIR. SUCH OPENINGS SHALL BE PROVIDED WITH READY ACCESS OF SHALL OTHERWISE BE READILY CONTROLLED BY THE BUILDING OCCUPANTS. THE MINIMUM OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED.

FRAMING

- JOISTS UNDER PARALLEL BEARING PARTITIONS TO BE DOUBLED AND JOISTS UNDER PARALLEL NON-BEARING WALLS SHALL BE DOUBLED IF WALL EXCEEDS 1/3 THE LENGTH OF THE JOIST 12' AND LONGER. 3/4" PLYWOOD OR O.S.B. SHALL BE USED FOR SUB FLOOR IF JOIST SPACING IS 24" O.C.
- FIRE STOPPING
 1. FIRE BLOCK STUD SPACES OVER 10'-0" IN HEIGHT, FURRED SPACES, SOFFITS, DROP CEILINGS, COVE CEILINGS, STAIR STRINGERS AT TOP AND BOTTOM OF RUN, BEARING WALLS AND CEILING JOIST LINES, ETC. FIRE STOPPING SHALL CONSIST OF 2" NOMINAL LUMBER.
 2. FIRE STOP OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS, AND FIREPLACES AT CEILING AND FLOOR LEVERS WITH APPROVED NONCOMBUSTIBLE MATERIALS.
 3. STUDS WHICH EXCEED 9'-0" IN LENGTH SHALL BE 2X6 UNLESS OTHERWISE SPECIFIED BY ENGINEER.
 4. SOLID BLOCKS BETWEEN JOISTS, RAFTERS, AND TRUSSES OVER BEARING WALLS, BLOCKING TO BE A 2" NOMINAL THICKNESS AND FULL DEPTH OF JOISTS, RAFTER, OR TRUSS.
 5. UNLESS OTHERWISE NOTED, BRACE ALL EXTERIOR WALL AND CROSS STUD PARTITIONS WITH MIN. 7/16" O.S.B. OR EQUIVALENT PLYWOOD WITH 8d NAILS @ 6" O.C. ON PANEL EDGES AND 12" O.C. IN FIELD OF PANEL.
 6. NAIL PLATES SHALL BE INSTALLED TO PROTECT CONCEALED PIPING PASSING THROUGH OR NOTCHED INTO STRUCTURAL MEMBERS WHERE THERE IS LESS THAN 1 1/2" TO THE FACE OF THE MEMBER. WIRING INSIDE OF FRAMING MEMBERS WHERE THE BORED HOLE IS CLOSER THE 1-1/4" TO THE NEAREST EDGE OF THE FRAMING MEMBER OR THE FRAMING MEMBER IS NOTCHED. A STEEL PLATE NOT LESS THAN 1/16" THICK AND APPROPRIATE LENGTH AND WIDTH SHALL BE INSTALLED TO COVER THE AREA.

WINDOW

- WINDOWS SHOULD BE HEAD AT DOOR HEIGHT.
- BEDROOM WINDOW SILLS SHALL BE WITHIN 4" OF THE FINISHED FLOOR. SUCH WINDOW SHALL HAVE A MIN. CLEAR OPENING OF 5.7 SQ. FT. WITH A MIN. HEIGHT CLEARANCE OF 24" AND A MIN. WIDTH CLEARANCE OF 20". (EGRESS REQUIREMENTS)
- ALL OPERABLE WINDOWS AND GLASS DOORS SHALL INCLUDE SCREENS.
- ALL BASEMENT WINDOWS NOT FULLY 6" ABOVE GRADE SHALL BE PROTECTED BY GALVANIZED IRON OR CONCRETE WINDOW WELLS. (SEE WINDOW WELL REQUIREMENTS).
- ALL WINDOWS SHALL BE DOUBLE GLAZED WITH 1/4" MIN. SPACES. U-VALUE OF WINDOW PER RES-CHECK MIN.
- SHOWER AND TUB ENCLOSURES SHALL BE FULLY TEMPERED.
- FRAMEDLESS GLASS DOORS, GLASS IN DOORS, FIXED GLASS PANELS, WINDOWS OVER BATH TUBS, ALL GLASS WITHIN 24" OF ANY DOOR, WINDOW WITHIN 18" OF FINISHED FLOOR, AND SIMILAR GLAZED OPENING SUBJECT TO HUMAN IMPACT SHALL BE TEMPERED GLASS.
- PROVIDE 9" FLASHING AROUND ALL WINDOWS AND DOORS WITH SILL PLATE FLASHING.

PLUMBING

- PLUMBING VENTS SHALL TERMINATE AT LEAST 3'-0" ABOVE AND 10'-0" AWAY FROM OUTSIDE AIR INTAKE OPENINGS AND CAN NOT BE FLAG POLED.
- INSTALL FREEZE-LESS BACK FLOW PREVENTION HOSE BIBS.
- SHOWERS HEADS TO BE 2.5 GALLONS PER MINUTE MAX.
- ALL TOILETS AND WATER CLOSETS TO HAVE 1.6 GALLON FLUSH MAX.
- PROVIDE ANTI-SCALD VALVES ON ALL SHOWER HEADS AND BATH TUB COMBINATIONS.
- THE WALL AREA ABOVE THE BUILT-IN TUBS HAVING INSTALLED SHOWER HEADS AND IN-SHOWER COMPARTMENT WALLS SHALL FORM A WATER-TIGHT JOINT WITH EACH OTHER AND WITH EITHER THE TUB RECEPTOR OR SHOWER FLOOR.
- WATER HEATER SHALL BE ANCHORED OR STRAPPED IN THE UPPER & LOWER THIRD OF THE APPLIANCE TO RESIST A MIN. 1/3 OF THE OPERATING WEIGHT OF THE APPLIANCE.
- PROVIDE ACCESS TO JETTED TUB PUMP PER MANUFACTURERS INSTALLATION INSTRUCTIONS. PROVIDE ACCESS TO ELECTRICAL WITHOUT DAMAGE TO BUILDING OR FINISHES. ELECTRICAL OUTLET FOR TUB TO BE GFCI PROTECTED. ALL METAL PIPING SYSTEMS, METAL PARTS OR ELECTRICAL EQUIPMENT, AND PUMP MOTORS ASSOCIATED WITH THE HYDRO MASSAGE TUB SHALL BE BONDED TOGETHER USING A COPPER BONDING JUMPER NOT SMALLER THAN #8 SOLID UNLESS IT IS AN APPROVED LISTED DOUBLE INSULATED SYSTEM.

AIR BARRIER

- AIR BARRIER AND THERMAL BARRIER
 1. A CONTINUOUS AIR BARRIER SHALL BE INSTALLED IN THE BUILDING ENVELOPE
 2. EXTERIOR THERMAL ENVELOPE CONTAINS A CONTINUOUS AIR BARRIER
 3. BREAKS OR JOINTS IN THE AIR BARRIER SHALL BE SEALED
 4. AIR-PERMEABLE INSULATION SHALL NOT BE USED AS A SEALING MATERIAL
- CEILING/ATTIC
 1. THE AIR BARRIER IN ANY DROPPED CEILING /SOFFIT SHALL BE ALIGNED WITH THE INSULATION AND ANY GAPS IN THE AIR BARRIER SEALED.
 2. ACCESS OPENINGS, DROP DOWN STAIR OR KNEE WALL DOORS TO UNCONDITIONED ATTIC SPACES SHALL BE SEALED.
 3. WALLS
 1. AIR BARRIER AND Headers SHALL BE INSULATED AND THE JUNCTION OF THE FOUNDATION AND SILL PLATE SHALL BE SEALED.
 2. JOINTS FOR RESIDENTIAL HEATING DUCTS SHALL BE MECHANICALLY FASTENED BY MEANS OF AT LEAST (3) SCREWS EVENLY SPACED. SUPPORT DUCTS WITH APPROVED METAL SUPPORTS.
 3. THE JUNCTION OF THE TOP PLATE AND THE TOP OF THE EXTERIOR WALLS SHALL BE SEALED.
 4. PROVIDE ADEQUATE COMBUSTION AIR TO OUTSIDE AND SIZED FOR FURNACE AND WATER HEATER. COVER INLET OF SUCH VENT WITH A CORROSION RESISTANT METAL SCREEN OF 1/4" MESH. VENT SHALL TERMINATE 4"-0" BELOW OR 4'-0" HORIZONTALLY AND AT LEAST 1'-0" ABOVE A DOOR, OPERABLE WINDOW, OR GRAY AIR INLET INTO BUILDING.
 5. EXHAUST FANS SHALL BE CAPABLE OF EXHAUSTING A MIN. OF 50 CFM OF AIR TO THE OUTSIDE AND IS REQUIRED IN BATHROOMS, TOILET ROOMS, AND SIM. COMPARTMENTS WITHOUT A MIN. 1.5 SQ. FT. OF OPERABLE WINDOW.
 6. ALLOW 30' MIN. CLEARANCE BETWEEN RANGE AND COMBUSTIBLE MATERIALS. ALLOW A SIDE CLEARANCE PER MANUFACTURERS SPECS ON APPLIANCE.
 5. RIM JOISTS
 1. RIM JOISTS SHALL BE INSULATED AND INCLUDE THE AIR BARRIER
 6. FLOORS (INCLUDING ABOVE GRADE AND CANTILEVERED FLOORS)
 1. INSULATION SHALL BE INSTALLED TO MAINTAIN A PERMANENT CONTACT WITH UNDERSIDE OF SUBFLOOR DECKING
 2. THE AIR BARRIER SHALL BE INSTALLED AT ANY EXPOSED EDGE OF INSULATION.
 6. CRAWL SPACE WALLS
 1. WHERE PROVIDED IN LIEU OF FLOOR INSULATION, INSULATION SHALL BE PERMANENTLY ATTACHED TO THE CRAWLSPACE WALLS.
 2. EXPOSED AIR IN UNVENTED CRAWL SPACES SHALL BE COVERED WITH A CLASS 1 VAPOR RETARDER WITH OVERLAPPING JOINTS TAPE.
 7. SHAFTE, PENEATRATIONS
 1. DUCT SHAFTS, UTILITY PENETRATIONS, AND FLUE SHAFTS OPENING TO EXTERIOR OR UNCONDITIONED SPACE SHALL BE SEALED.
 8. RAIL, NARROW CAVITIES
 1. RAIL IN NARROW CAVITIES SHALL BE CUT TO FIT. NARROW CAVITIES SHALL BE FILLED BY INSULATION THAT ON INSTALLATION READILY CONFORMS TO THE AVAILABLE CAVITY SPACE.
 9. GARAGE SEPARATION
 1. AIR SEALING SHALL BE PROVIDED BETWEEN THE GARAGE AND CONDITIONED SPACES.
 10. RECESSED LIGHTING
 1. RECESSED LIGHT FIXTURES INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE AIR TIGHT, IC RATED, AND SEALED TO THE DRYWALL.

- PLUMBING
 1. PLUMBING VENTS SHALL TERMINATE AT LEAST 3'-0" ABOVE AND 10'-0" AWAY FROM OUTSIDE AIR INTAKE OPENINGS AND CAN NOT BE FLAG POLED.
 2. INSTALL FREEZE-LESS BACK FLOW PREVENTION HOSE BIBS.
 3. SHOWERS HEADS TO BE 2.5 GALLONS PER MINUTE MAX.
 4. ALL TOILETS AND WATER CLOSETS TO HAVE 1.6 GALLON FLUSH MAX.
 5. PROVIDE ANTI-SCALD VALVES ON ALL SHOWER HEADS AND BATH TUB COMBINATIONS.
 6. THE WALL AREA ABOVE THE BUILT-IN TUBS HAVING INSTALLED SHOWER HEADS AND IN-SHOWER COMPARTMENT WALLS SHALL FORM A WATER-TIGHT JOINT WITH EACH OTHER AND WITH EITHER THE TUB RECEPTOR OR SHOWER FLOOR.
 14. ELECTRICAL/PHONE BOX ON EXTERIOR WALLS
 1. THE AIR BARRIER SHALL BE INSTALLED BEHIND ELECTRICAL OR COMMUNICATION BOXES OR AIR-SEALED BOXES SHALL BE INSTALLED.
 15. HVAC REGISTER BOOTS THAT PENETRATE BUILDING ENVELOPE SHALL BE SEALED TO THE SUB-FLOOR OR DRYWALL.
 16. FIREPLACE
 1. AN AIR BARRIER SHALL BE INSTALLED ON FIREPLACE WALLS. FIREPLACE SHALL HAVE GASKETED DOORS.

MECHANICAL

- FURNACE TO BE RHEEM (OR EQUAL) BTUH OUTPUT PER HEAT LOSS CALCULATIONS. EFFICIENCY SHALL BE PER RES-CHECK.
- PROVIDE 30' WORK SPACE IN FRONT OF ALL HEATING CONTROLS WITH A 3' MIN. WORK SPACE AT THE SIDES, BACK, AND TOP. INSTALL ACCORDING TO MANUFACTURERS INSTALLATION AND CLEARANCE INSTRUCTIONS.
- FURNACES AND WATER HEATERS SHALL BE INSTALLED SUCH THAT THEY CAN BE REMOVED INDIVIDUALLY WITHOUT REMOVING THE OTHER APPLIANCE.
- FLUE VENTS AND EXHAUST FAN VENTS SHALL BE AT LEAST 3'-0" ABOVE IF LOCATED WITHIN 10'-0" OF AN OUTSIDE AIR INLET.
- EXHAUST FANS SHALL BE CAPABLE OF EXHAUSTING A MIN. OF 50 CFM OF AIR TO THE OUTSIDE AND IS REQUIRED IN BATHROOMS, TOILET ROOMS, AND SIM. COMPARTMENTS WITHOUT A MIN. 1.5 SQ. FT. OF OPERABLE WINDOW.
- JOINTS FOR RESIDENTIAL HEATING DUCTS SHALL BE MECHANICALLY FASTENED BY MEANS OF AT LEAST (3) SCREWS EVENLY SPACED. SUPPORT DUCTS WITH APPROVED METAL SUPPORTS.
- PROVIDE ADEQUATE COMBUSTION AIR TO OUTSIDE AND SIZED FOR FURNACE AND WATER HEATER. COVER INLET OF SUCH VENT WITH A CORROSION RESISTANT METAL SCREEN OF 1/4" MESH. VENT SHALL TERMINATE 4"-0" BELOW OR 4'-0" HORIZONTALLY AND AT LEAST 1'-0" ABOVE A DOOR, OPERABLE WINDOW, OR GRAY AIR INLET INTO BUILDING.
- ALLOW 30' MIN. CLEARANCE BETWEEN RANGE AND COMBUSTIBLE MATERIALS. ALLOW A SIDE CLEARANCE PER MANUFACTURERS SPECS ON APPLIANCE.

ELECTRICAL

- TEMPORARY WIRING SHALL BE IN ACCORDANCE WITH N.E.C. ARTICLE 305
- ELECTRICAL PANEL TO BE 200 AMP. (ELECTRICIAN TO VERIFY)
- CLEARANCE FOR ELECTRICAL PANEL SHALL BE 30" WIDE BY 36" DEEP BY 6'-6" TALL. MIN. ELECTRICAL PANEL IS NOT TO BE INSTALLED IN BATHROOMS, FIRE RATED GARAGE WALLS, OR CLOSETS.
- PACIFIC CORP REQUIRED THAT THE MAIN ELECTRICAL SERVICE ENTRANCE MUST BE WITHIN 10'-0" OF THE FRONT CORNER OF THE HOUSE. ELECTRICAL METER MUST BE ON THE SIDE OF THE HOUSE. ELECTRICAL SERVICE ENTRANCE CANNOT BE LOCATED OVER A WINDOW WELL OR WITHIN 3'-0" OF THE GAS METER.
- KITCHEN COUNTER RECEPTACLES SHALL BE GFCI PROTECTED AND SUPPLIED BY A MIN. OF TWO 20 AMP SMALL APPLIANCE CIRCUITS. BATHROOM AND LAUNDRY AREA RECEPTACLES SHALL BE GFCI PROTECTED AND SUPPLIED BY AT LEAST ONE 20 AMP CIRCUIT.
- A UFER GROUNDING SYSTEM IS REQUIRED WHEN AVAILABLE.
- ELECTRICAL CENTRAL HEATING EQUIPMENT OTHER THAN FIXED ELECTRICAL SPACE HEATING EQUIPMENT, SHALL BE SUPPLIED WITH AN INDIVIDUAL BRANCH CIRCUIT.
- ELECTRICAL CONVENIENCE OUTLETS SHALL BE SPACED SUCH THAT NO POINT ALONG THE FLOOR LINE OF ANY WALL SPACE IS MORE THAN 5'-0" FROM AN OUTLET.
- ALL ELECTRICAL OUTLETS LOCATED OUTSIDE, IN THE GARAGE, OR AS CALLED OUT ON PLAN SHALL BE PROTECTED BY GROUND FAULT CIRCUIT INTERRUPTERS.
- SMOKE DETECTORS SHALL BE INSTALLED IN ALL BEDROOMS, AT THE HALLWAYS LEADING TO BEDROOMS, AND AT EVERY FLOOR LEVEL (INCLUDING BASEMENT). SMOKE DETECTORS SHALL BE HARD WIRED IN A SERIES WITH A BATTERY BACKUP.
- ALL BRANCH CIRCUITS THAT SUPPLY 125-VOLT, SINGLE PHASE, 15- AND 20- AMPERE RECEPTACLE OUTLETS INSTALLED IN BEDROOMS SHALL BE PROTECTED BY AN ARC FAULT CIRCUIT INTERRUPTERS.
- LIGHTS IN CLOSETS SHALL HAVE A MIN. 12" CLEARANCE BETWEEN INCANDESCENT FIXTURE AND STORAGE SPACE OR 6" CLEARANCE BETWEEN FLUORESCENT FIXTURE AND STORAGE SPACE.
- ELECTRICAL BOXES IN GARAGE TO BE 2HR. RATED.

DRYER

- DRYER VENT DUCTS SHALL BE METAL WITH SMOOTH INTERIOR SURFACES AND SHALL BE EQUIPPED WITH BACK DRAFT DAMPERS. THE DUCTS MUST TERMINATE AT THE EXTERIOR OF THE BUILDING AND MUST NOT BE INSTALLED WITH SHEET METAL SCREWS.
- DRYER VENT DUCT SHALL BE 4" DIAMETER MIN. WITH A MAXIMUM LENGTH OF 25'-0" LESS 2.5 FOR EACH 45 DEG. BEND.
- DRYER VENT SHALL NOT CONNECT TO ANY OTHER VENT, DUCT, OR CHIMNEY. VENT HOOD SHALL BE A MIN. OF 12' ABOVE FINISHED GRADE.
- ALL DRYER VENTS SHALL BE COUNTER FLASHED AND CAULKED.

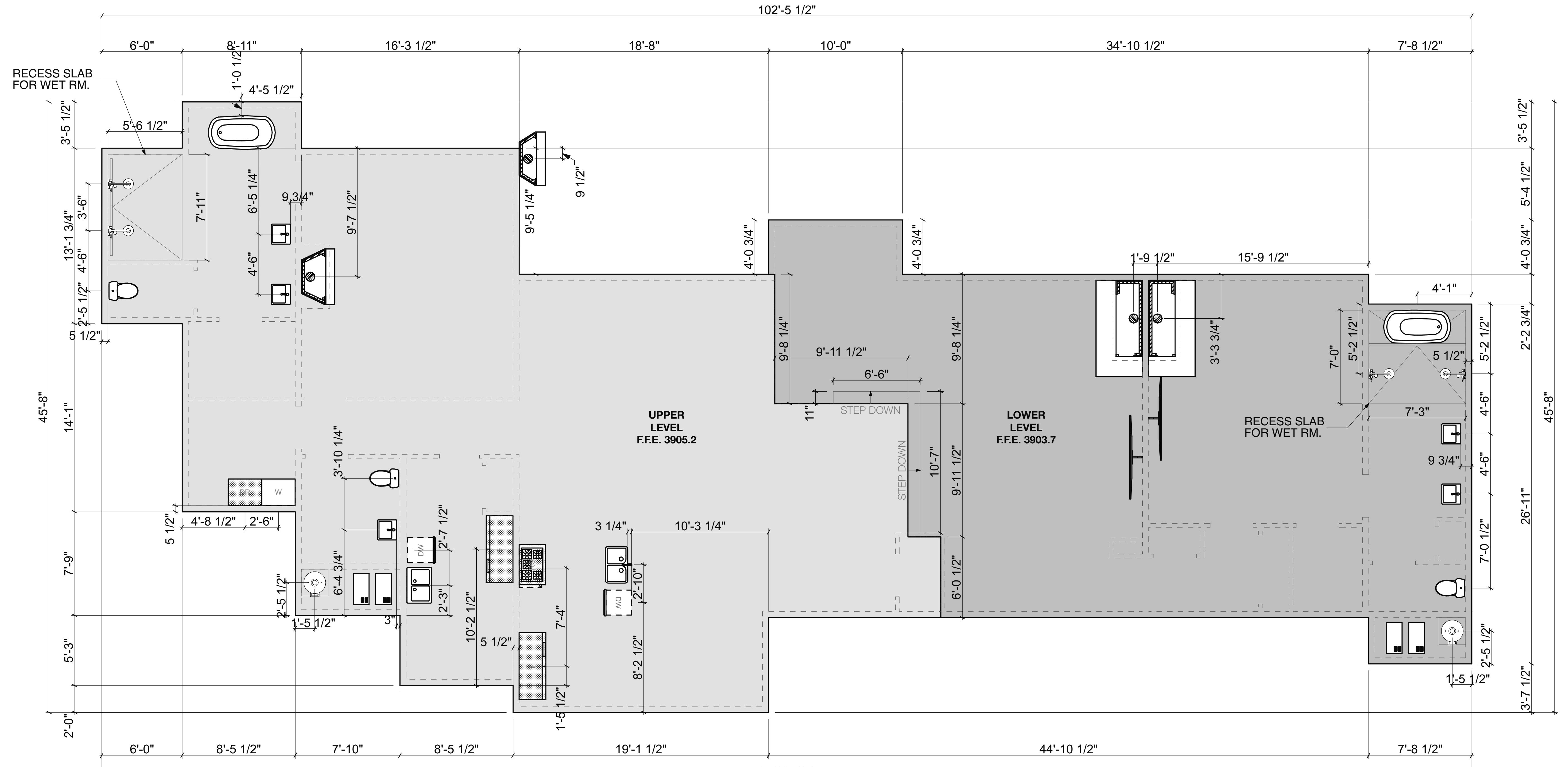
ABBREVIATIONS

AC - AIR CONDITIONING	FT - FEET	OC - ON CENTER

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SLAB PLAN NOTES

1. SEE SHEETS PROVIDED BY STRUCTURAL ENGINEER FOR ALL SHEAR WALL CALLOUTS, NOTES AND DETAILS.
2. PROVIDE CONTROL JOINTS IN ALL WALK-WAYS AT 4'-0" O.C. OR U.N.O. BY CONTRACTOR.
3. PROVIDE CONTROL JOINTS IN DRIVEWAY AT 12'-0" O.C. OR U.N.O. BY CONTRACTOR.
4. PROVIDE REBAR 3' O.C. OR WIRE MESH IN HOUSE SLAB AND DRIVEWAY OR U.N.O.





H. TURNER DESIGN RCHITECTS

<div[](https://www.w3schools.com/html/html5_drawing_line.htm)

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435.229.9706

SLAB PLAN NOTES

1. SEE SHEETS PROVIDED BY STRUCTURAL ENGINEER FOR ALL SHEAR WALL CALLOUTS, NOTES AND DETAILS.
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4. PROVIDE REBAR 3' O.C. OR WIRE MESH IN HOUSE SLAB AND DRIVEWAY OR U.N.O.

Architectural floor plan of a Casita/Garage slab. The plan shows a main rectangular area with dimensions 53'-7" wide by 31'-0 1/2" deep. The main area has a thickness of 2'-0". There are three recessed sections along the top edge: a 18'-0 1/2" wide section on the left, a 10'-0 1/2" wide section in the middle, and a 13'-0 1/2" wide section on the right. Each of these recessed sections has a thickness of 2'-0". A small rectangular extension on the right side has a thickness of 1'-6 1/2". The overall width of the slab is 4'-5 1/2". The plan is labeled "CASITA/GARAGE SLAB F.F.E. 3903.1".

3
A005

CASITA & GARAGE SLAB PLAN

SCALE: 1/2" = 1' 0"

SCALE: 1/2" = 1'-0"

SCALE: 1/2" = 1'-0"

53'-7"

Project Number: 23061

Project Number: 23001

△ ISSUANCE NAME

ISSUED:

CASITA / GARBAGE SI A

CASTAW GARAGE SEAT PLAN

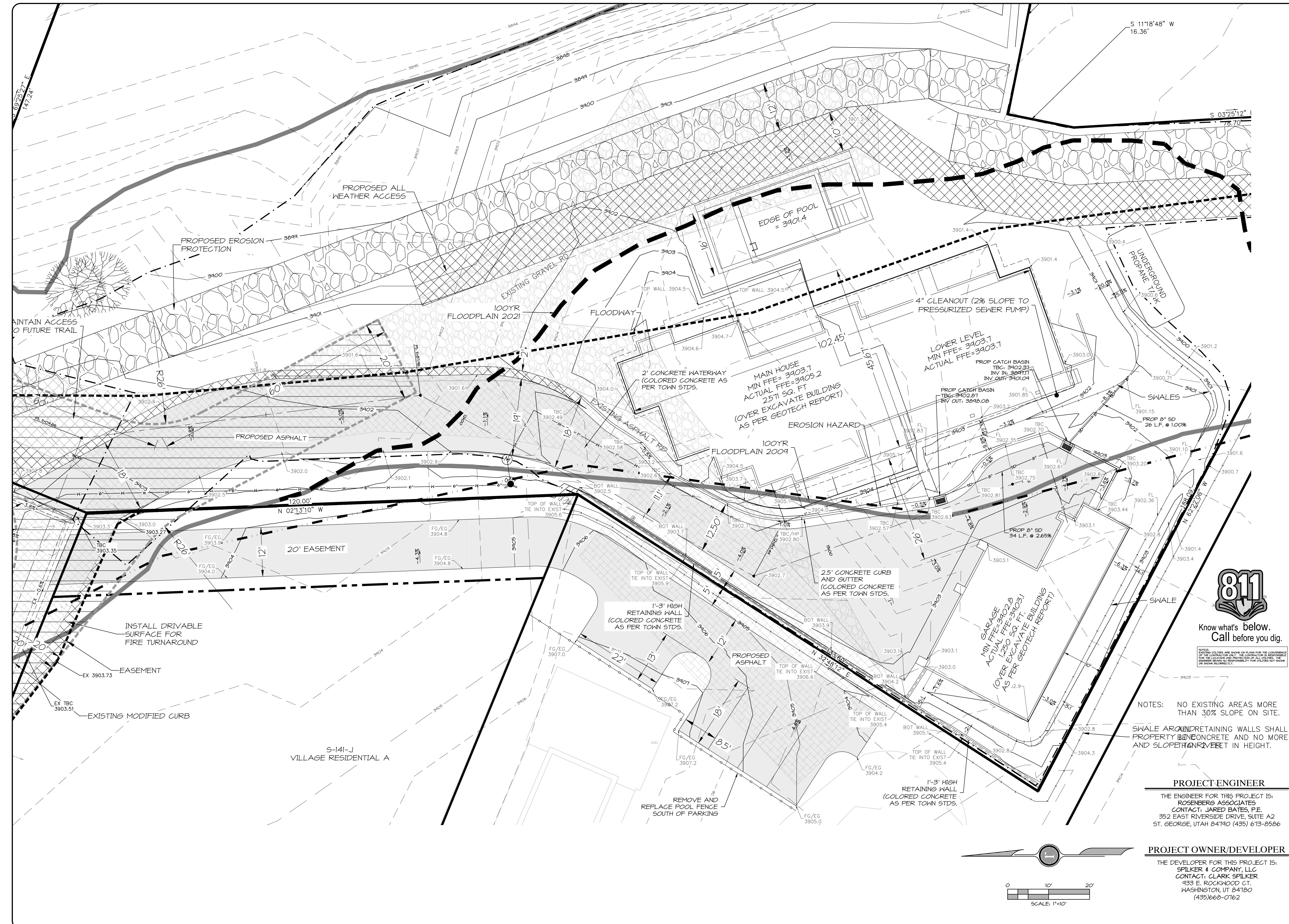
A005

A003

Printed: 7/29/2024

Printed: 7/20/2024

A005



NOT TO SCALE

ROOF NOTES

1. ROOF VENTILATION AND ACCESS TO COMPLY WITH CURRENT I.R.C.
2. BRACING IS TO COMPLY WITH CURRENT I.R.C.
3. ALL GYPSUM BOARD APPLICATION TO COMPLY WITH CURRENT I.R.C.
4. WATERPROOF FLASHING AROUND ALL WINDOW AND DOOR OPENINGS UNLESS NOTED OTHERWISE.
5. ALL UNDER LAYMENTS SHALL BE RATED FOR THE TEMPERATURE RANGE OF THE LOCAL ENVIRONMENT.
6. BUILDER AND/OR TRUSS MANUFACTURER IS TO VERIFY TRUSS LAYOUT.
7. ENCLOSED ATTIC AND RAFTER VENTILATION SHALL COMPLY WITH CURRENT I.R.C. UNLESS NOTED OTHERWISE.
(1/150 OF SPACE FOR GABLE TYPE VENTS)
(1/300 OF SPACE VENTILATED FOR GABLE-EAVE VENT COMBINATIONS)
8. ROOF SHALL BE VENTED WITH THE USE OF RIDGE VENTS, TURTLE VENTS OR O'HAGIN VENTS IN CONJUNCTION WITH UNDER SOFFIT TO MEET OR EXCEED MINIMUM VENTABLE AREA.
9. ROOF DRAINAGE SHALL BE PER CURRENT I.R.C.

VENTILATION CALCULATION

TOTAL ROOF SQUARE FOOTAGE = 3,973

ATTIC VENTING REQUIREMENTS:

GABLE TYPE VENTS-

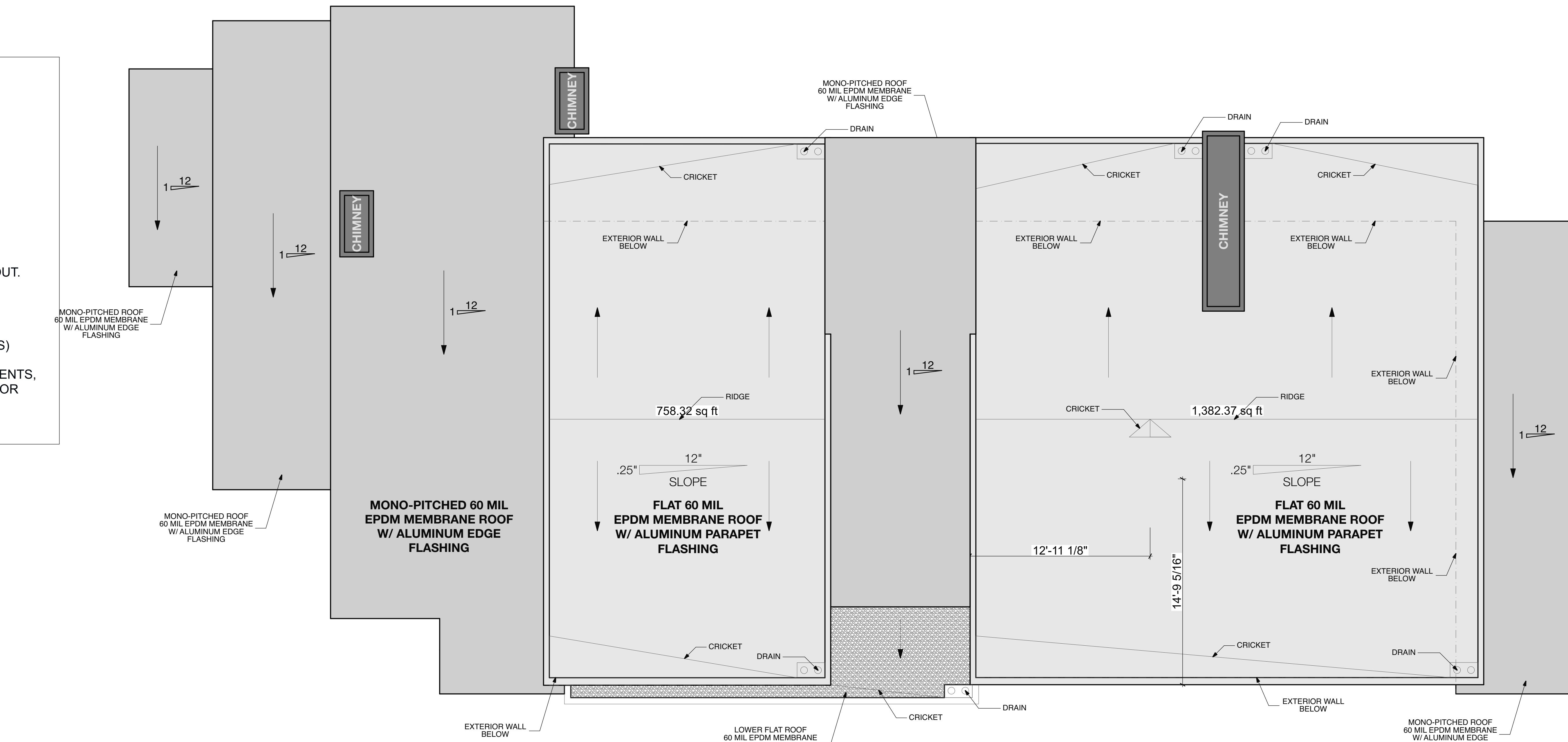
3,973/150 = 26 SQ. FT. ATTIC VENTING REQUIRED

26 x 144 = 3,744 SQ. IN. ATTIC VENTILATION REQUIRED

GABLE-EAVE VENT COMBINATION-

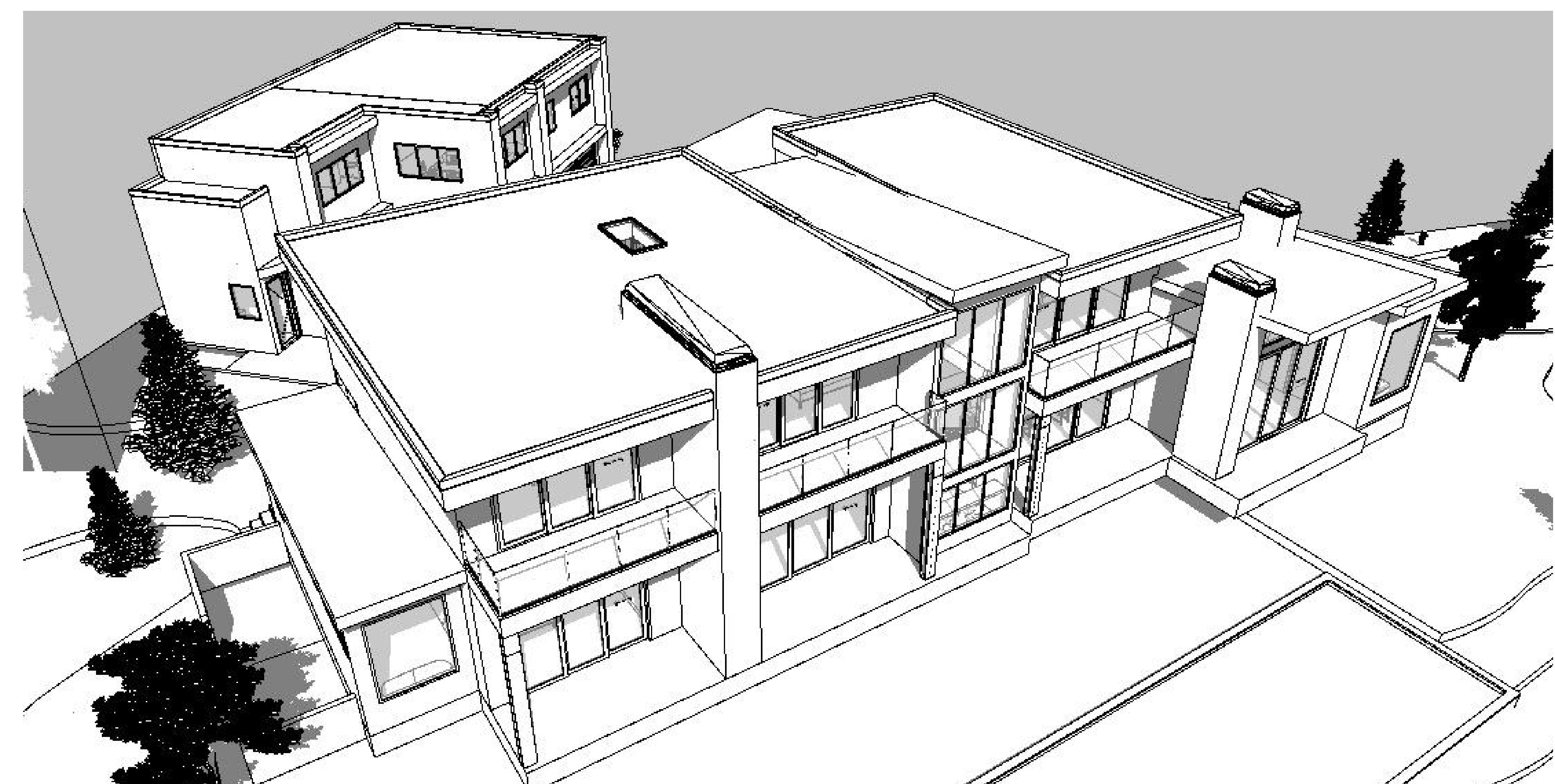
3,973/300 = 13 SQ. FT. ATTIC VENTING REQUIRED

13 x 144 = 1,907 SQ. IN. VENTILATION REQUIRED



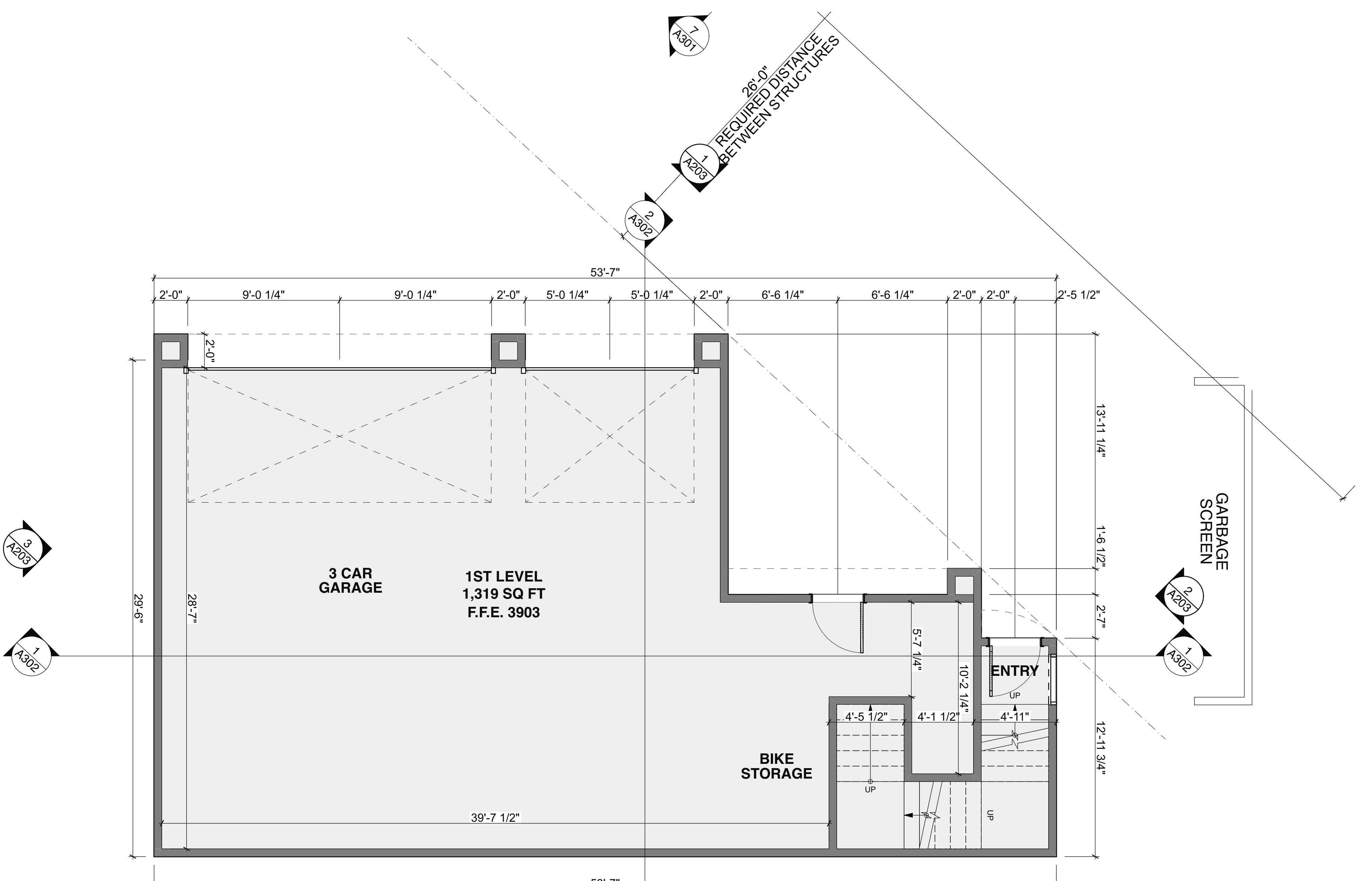
2
A103

ROOF PLA
SCALE: 1/4" = 1'-0"

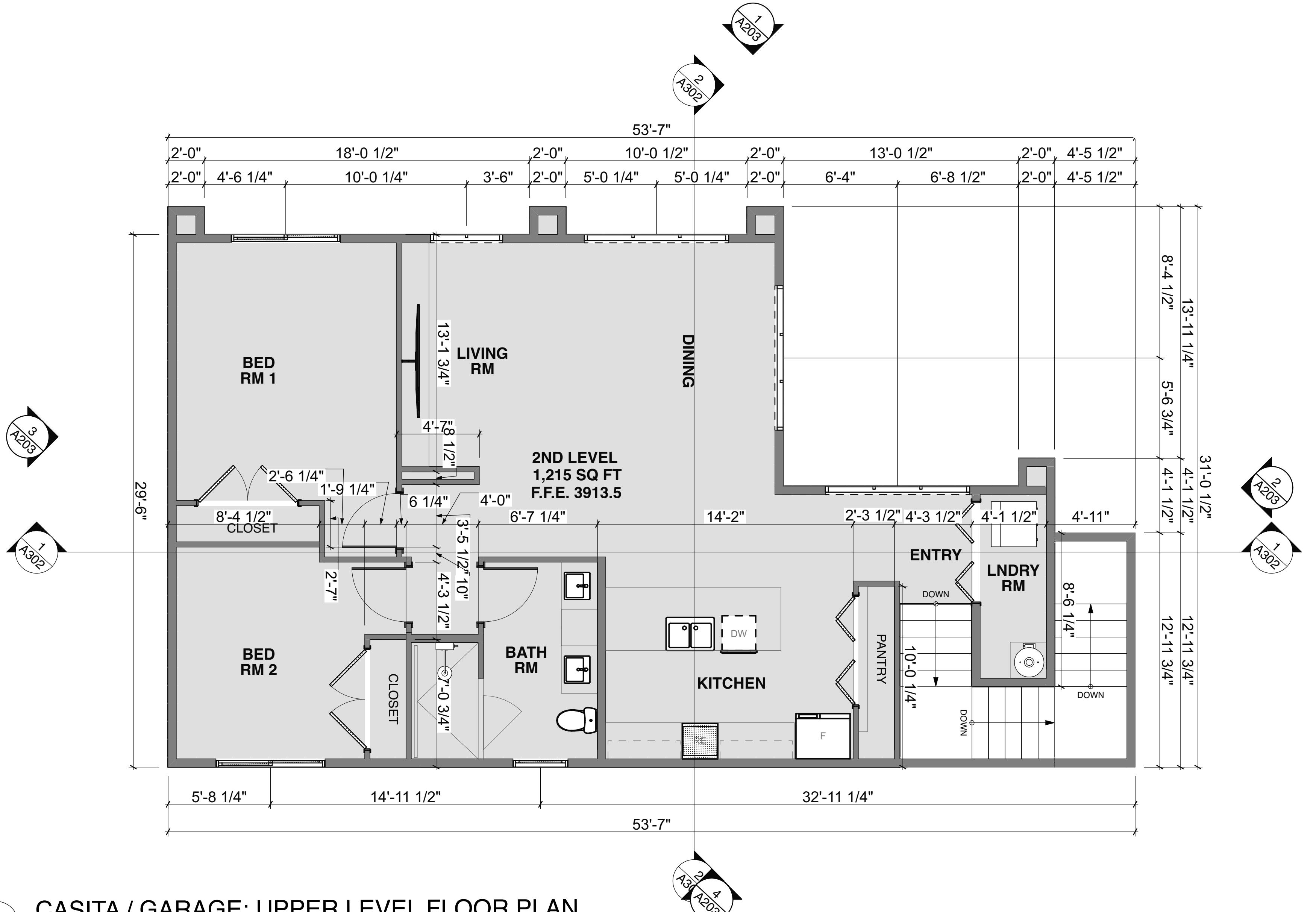


3D ROOF VIEW
A103

A103



6 A104 CASITA / GARAGE: LOWER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



5 A104 CASITA / GARAGE: UPPER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

Project Number: 23061
ISSUANCE NAME DATE
ISSUED:
CASITA / GARAGE Floor Plans

A104

ROOF NOTES

1. ROOF VENTILATION AND ACCESS TO COMPLY WITH CURRENT I.R.C.
2. BRACING IS TO COMPLY WITH CURRENT I.R.C.
3. ALL GYPSUM BOARD APPLICATION TO COMPLY WITH CURRENT I.R.C.
4. WATERPROOF FLASHING AROUND ALL WINDOW AND DOOR OPENINGS UNLESS NOTED OTHERWISE.
5. ALL UNDER LAYMENTS SHALL BE RATED FOR THE TEMPERATURE RANGE OF THE LOCAL ENVIRONMENT.
6. BUILDER AND/OR TRUSS MANUFACTURER IS TO VERIFY TRUSS LAYOUT.
7. ENCLOSED ATTIC AND RAFTER VENTILATION SHALL COMPLY WITH CURRENT I.R.C. UNLESS NOTED OTHERWISE.
(1/150 OF SPACE FOR GABLE TYPE VENTS)
(1/300 OF SPACE VENTILATED FOR GABLE-EAVE VENT COMBINATIONS)
8. ROOF SHALL BE VENTED WITH THE USE OF RIDGE VENTS, TURTLE VENTS, OR OHAGIN VENTS IN CONJUNCTION WITH UNDER SOFFIT TO MEET OR EXCEED MINIMUM VENTABLE AREA.
9. ROOF DRAINAGE SHALL BE PER CURRENT I.R.C.

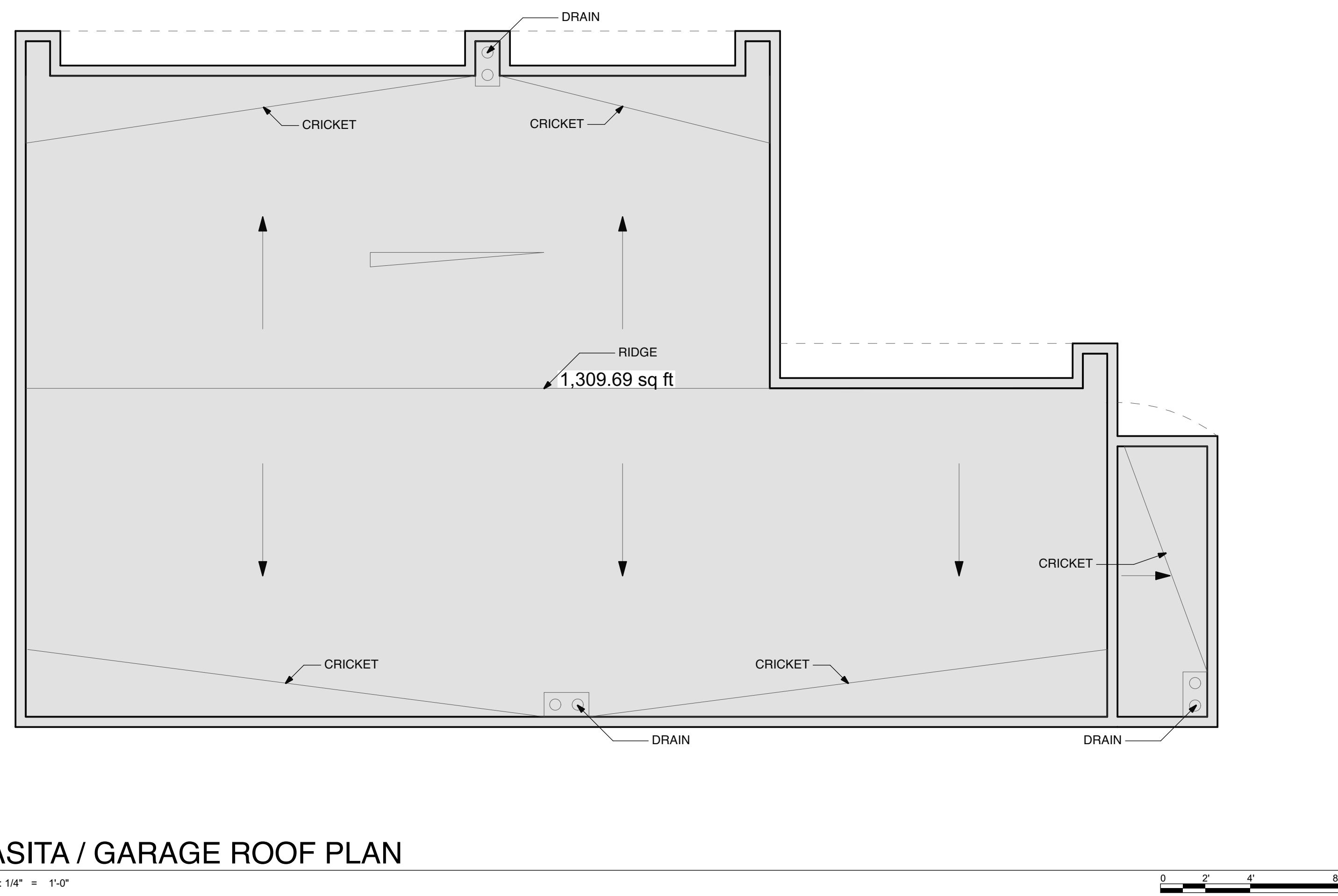
VENTILATION CALCULATION

TOTAL ROOF SQUARE FOOTAGE = 1,310

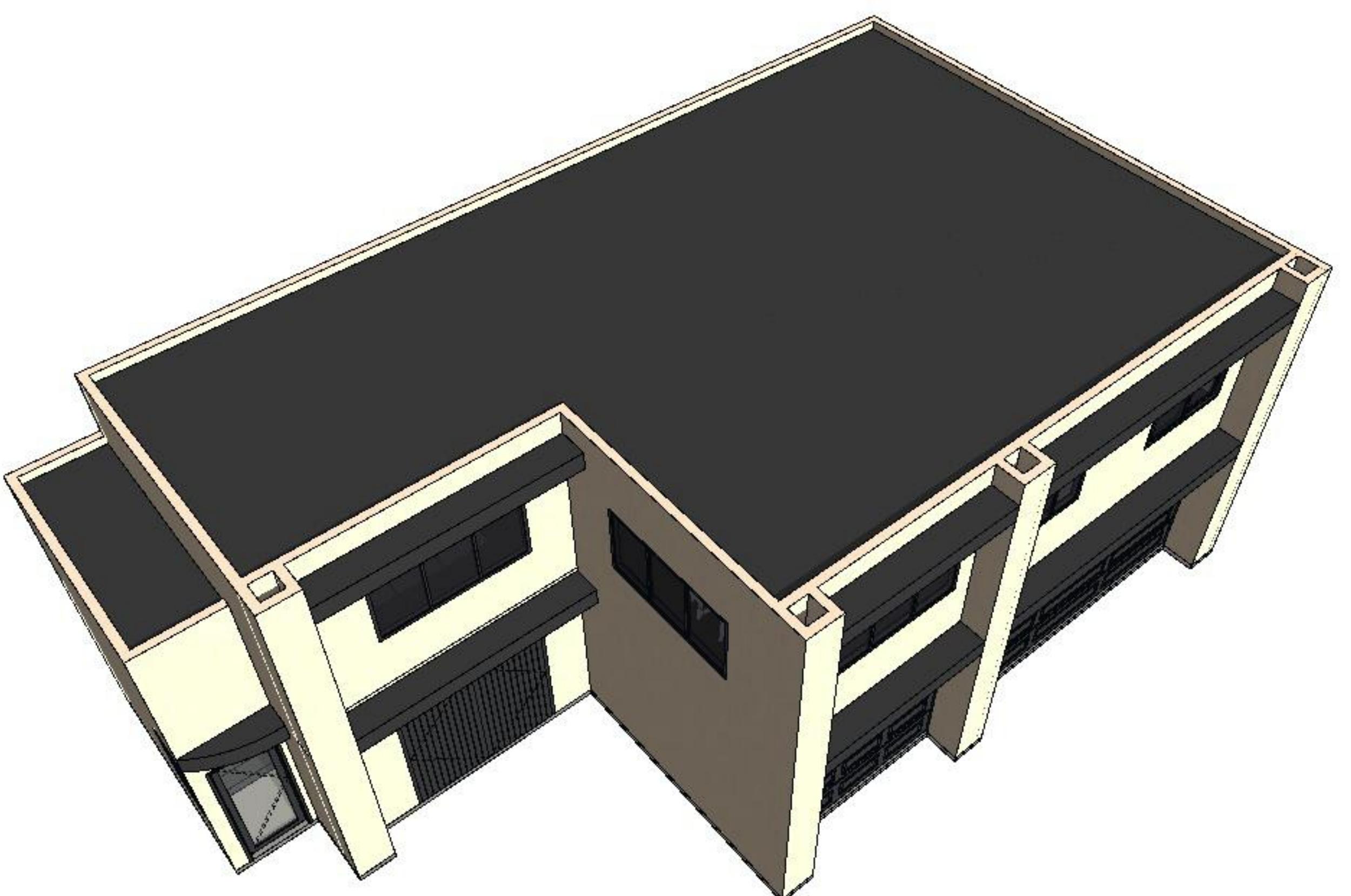
ATTIC VENTING REQUIREMENTS:

GABLE TYPE VENTS-
 $1,310/150 = 9$ SQ. FT. ATTIC VENTING REQUIRED
 $9 \times 144 = 1,296$ SQ. IN. ATTIC VENTILATION REQUIRED

GABLE-EAVE VENT COMBINATION-
 $1,310/300 = 4$ SQ. FT. ATTIC VENTING REQUIRED
 $4 \times 144 = 576$ SQ. IN. VENTILATION REQUIRED



1
A105
CASITA / GARAGE ROOF PLAN
SCALE: 1/4" = 1'-0"

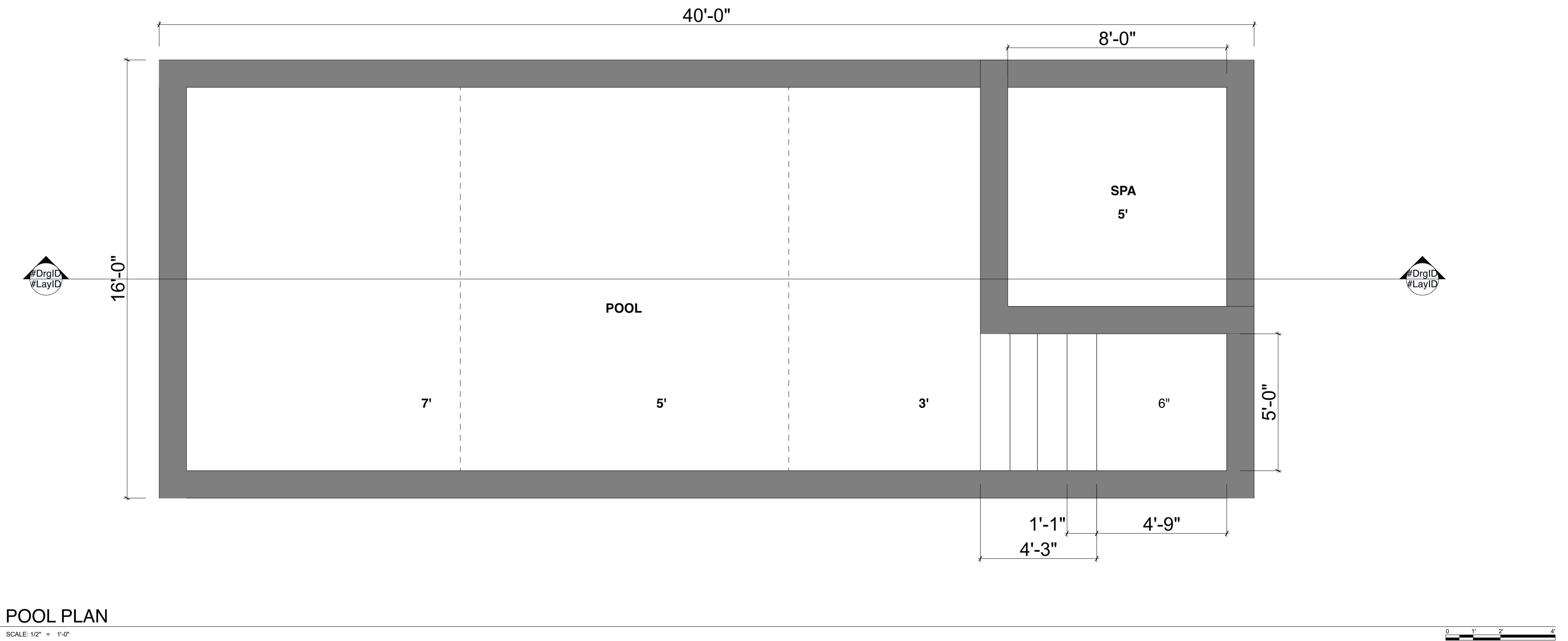


2
A105
CASITA / GARAGE: 3D ROOF VIEW
SCALE: 1/4" = 1'-0"

**SNOW
LEOPARD**
54 HUMMINGBIRD LANE
SPRINGDALE UTAH 84767

Project Number: 23061
ISSUANCE NAME _____
DATE _____
ISSUED: _____
CASITA / GARAGE Roof Plan

A105

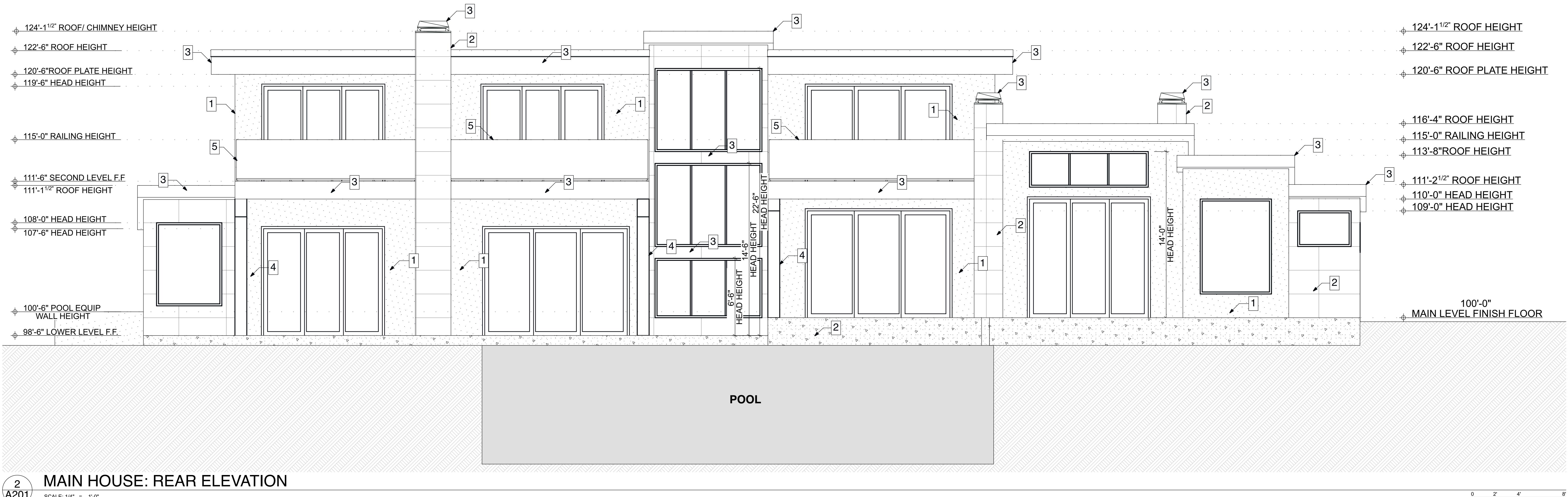


Project Number:	23061
ISSUANCE NAME	DATE
ISSUED:	
POOL PLAN	
A106	

ELEVATION LEGEND

- 1 - WOOD CLADDING
- 2 - LOCAL SANDSTONE STRETCHER
- 3 - PRE-FINISHED METAL / ANODIZED BRONZE
- 4 - STEEL COLUMN / CORTEN STEEL
- 5 - CABLE / GLASS RAILING / DARK GRAY OR ANODIZED BRONZE
- 6 - DOOR TRIM / ANODIZED BRONZE

SNOW LEOPARD
54 HUMMINGBIRD LANE
SPRINGDALE UTAH 84767



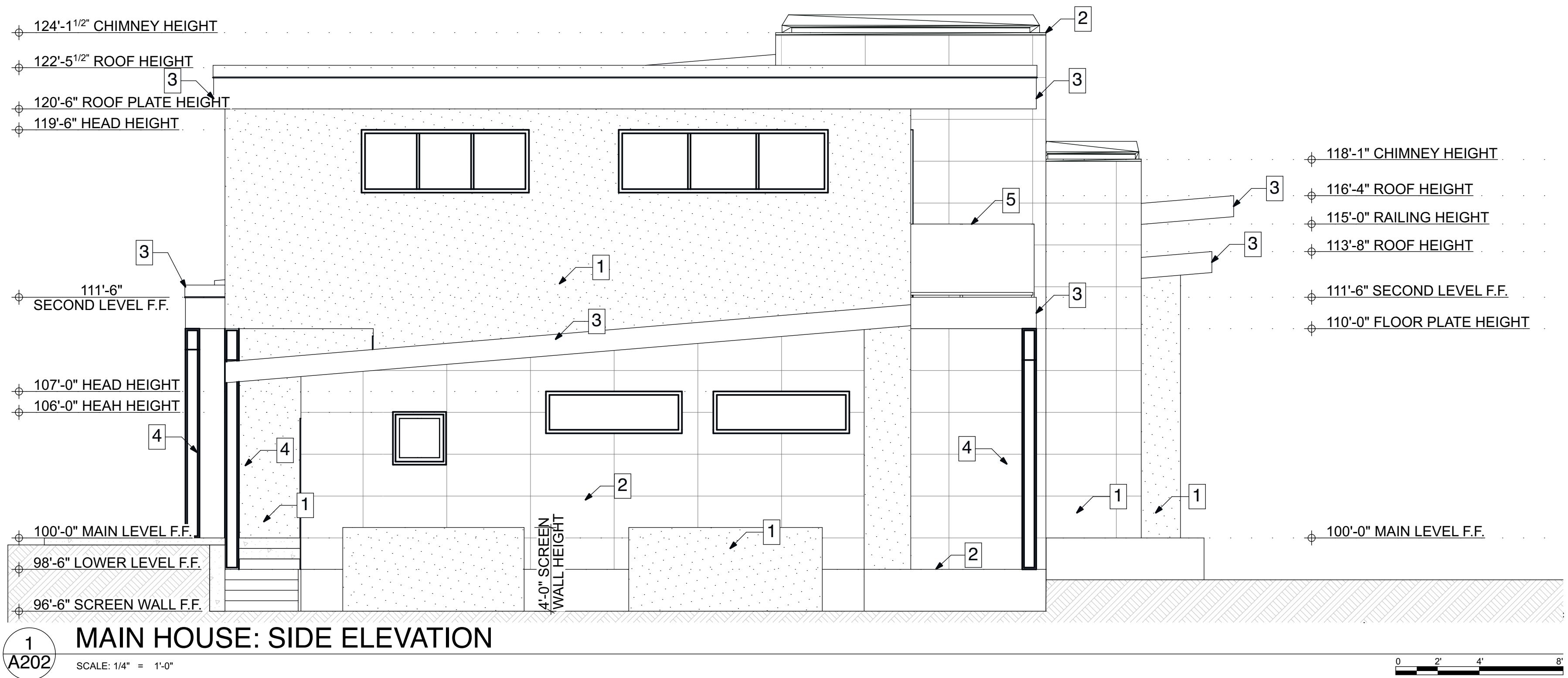
Project Number: 23061
ISSUANCE NAME DATE
ISSUED:
MAIN HOUSE Elevations

A201

ELEVATION LEGEND

- 1 - WOOD CLADDING
- 2 - LOCAL SANDSTONE STRETCHER
- 3 - PRE-FINISHED METAL / ANODIZED BRONZE
- 4 - STEEL COLUMN / CORTEN STEEL
- 5 - CABLE / GLASS RAILING / DARK GRAY OR ANODIZED BRONZE
- 6 - DOOR TRIM / ANODIZED BRONZE

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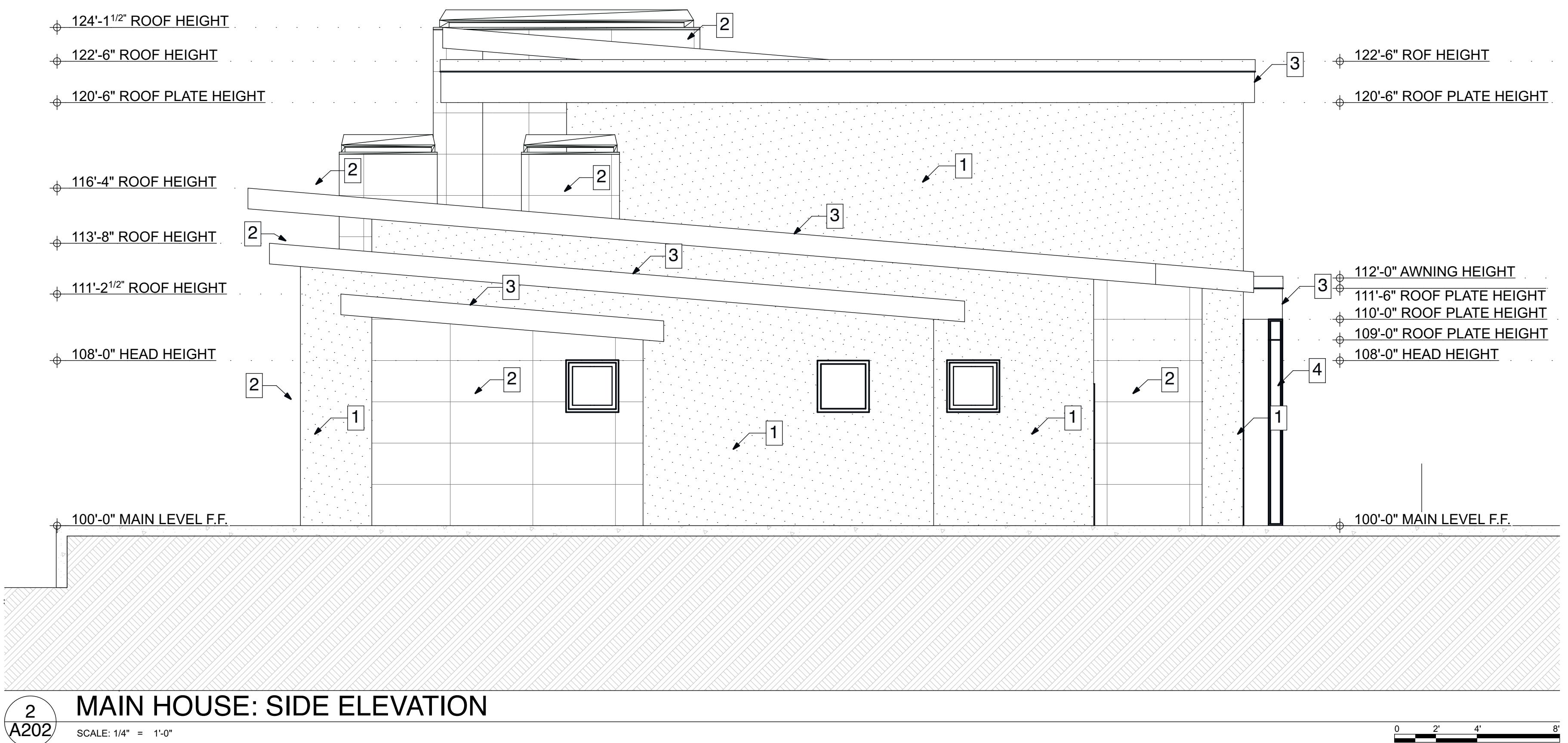
MAIN HOUSE: SIDE ELEVATION

A202 SCALE: 1/4" = 1'-0"

A horizontal scale with numerical markings at 0, 2', 4', and 8'. A thick black bar is positioned horizontally across the scale, starting at the 0 mark and ending at the 2' mark.

SNOW LEOPARD

54 HUMMINGBIRD LANE
SPRINGDALE UTAH 84767



MAIN HOUSE: SIDE ELEVATION

SCALE: 1/4" = 1'-0"

4' 8'

Project Number: 23061

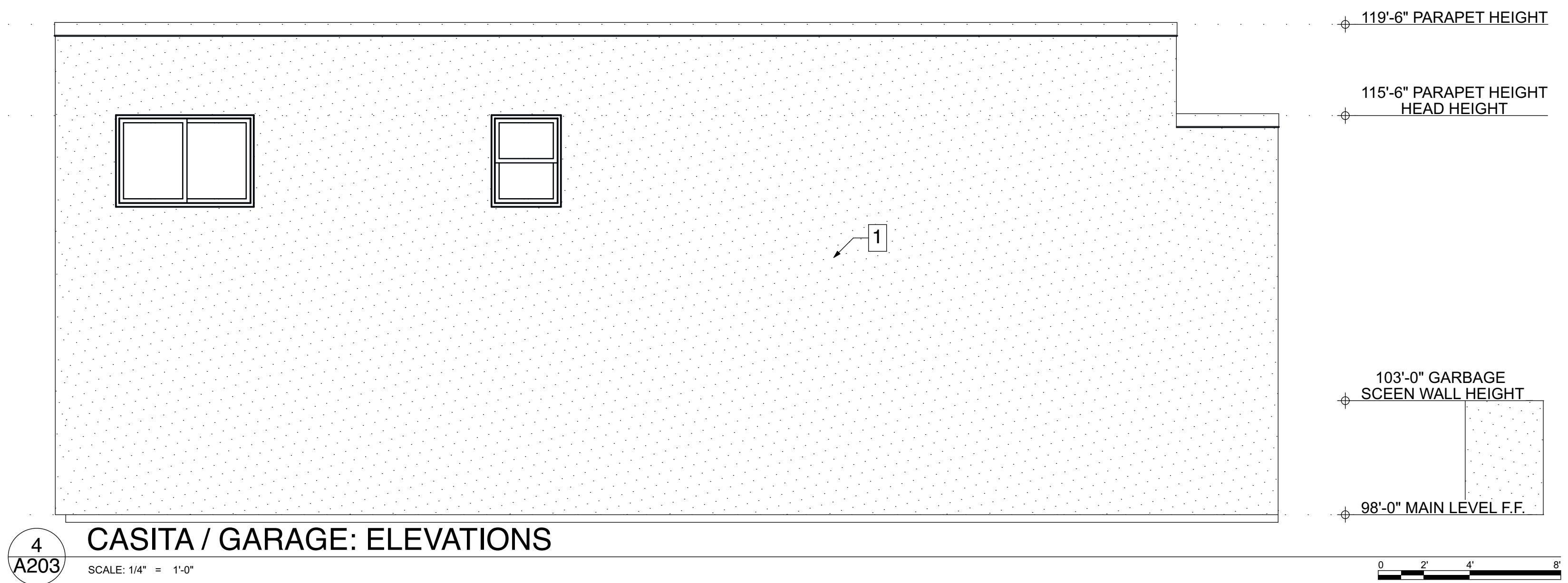
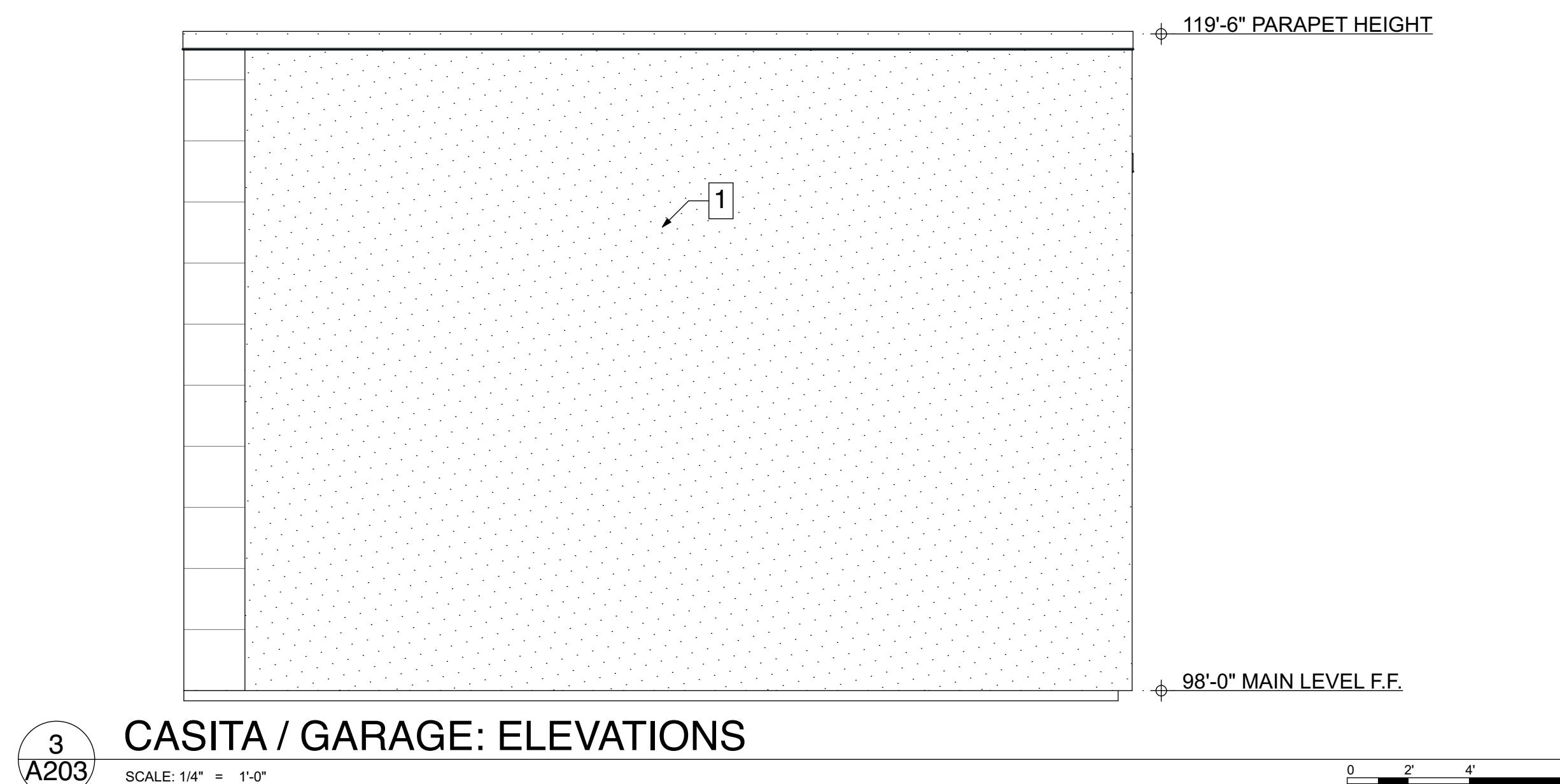
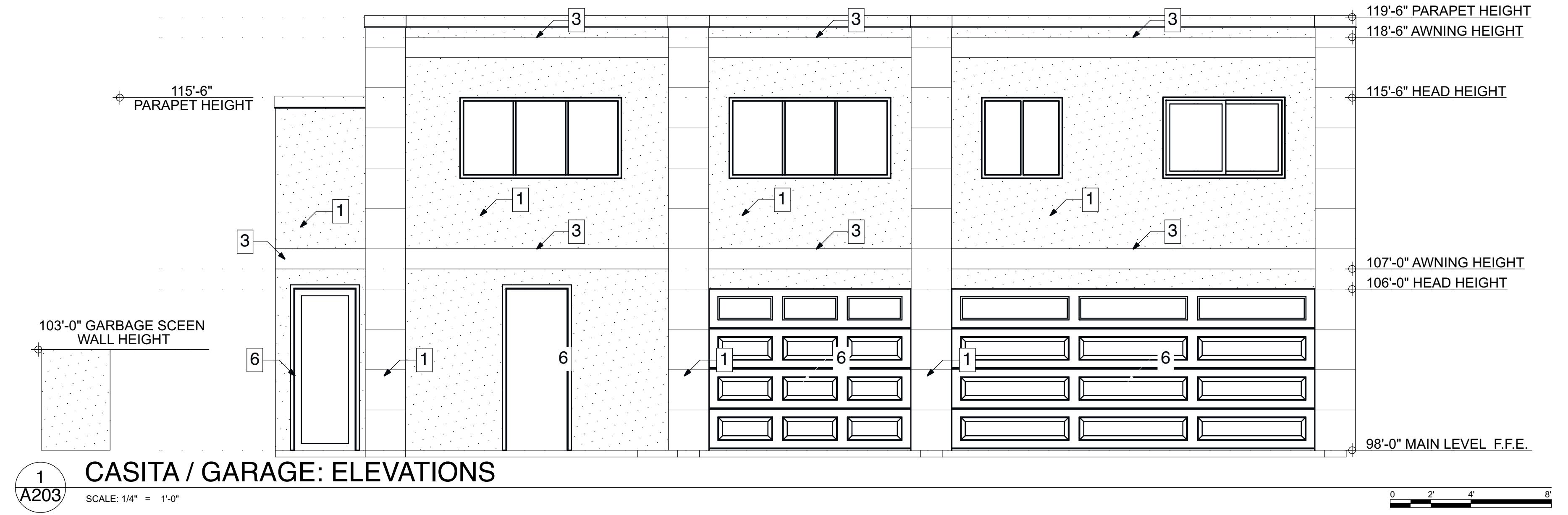
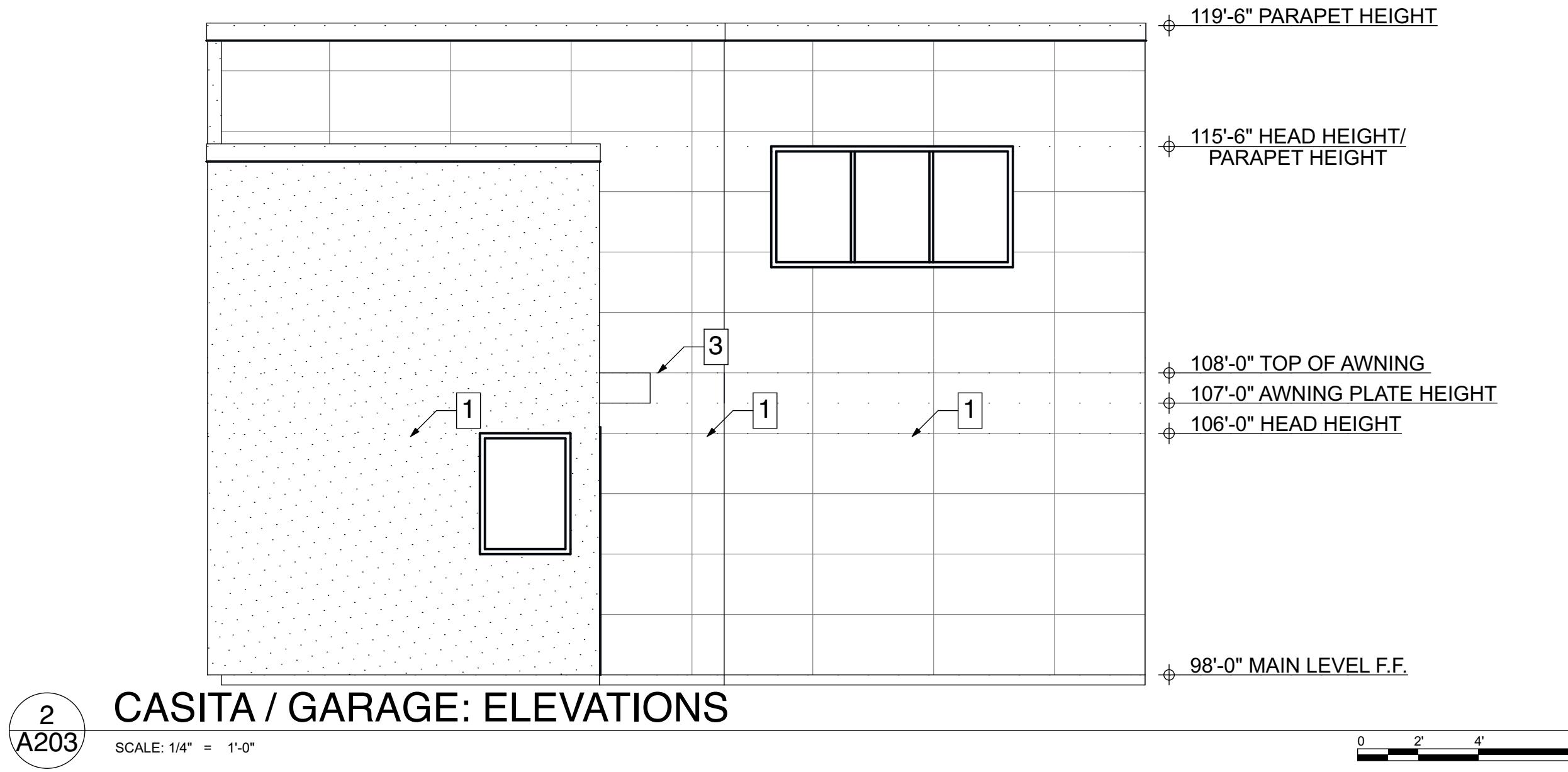
ISSUANCE NAME _____ DATE _____

ED:

IN HOUSE Elevations

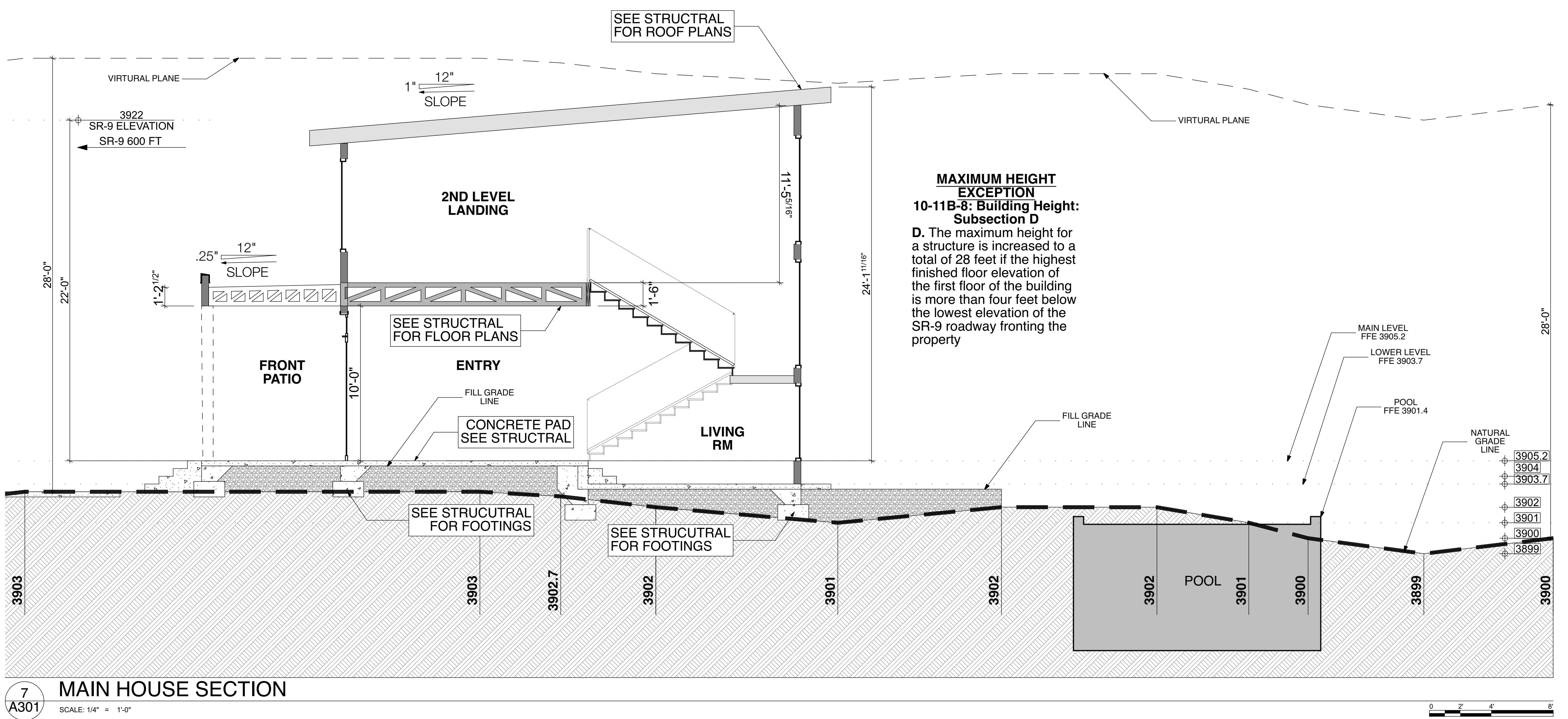
A202

ELEVATION LEGEND	
1	WOOD CLADDING
2	LOCAL SANDSTONE STRETCHER
3	PRE-FINISHED METAL / ANODIZED BRONZE
4	STEEL COLUMN / CORTEN STEEL
5	CABLE / GLASS RAILING / DARK GRAY OR ANODIZED BRONZE
6	DOOR TRIM / ANODIZED BRONZE

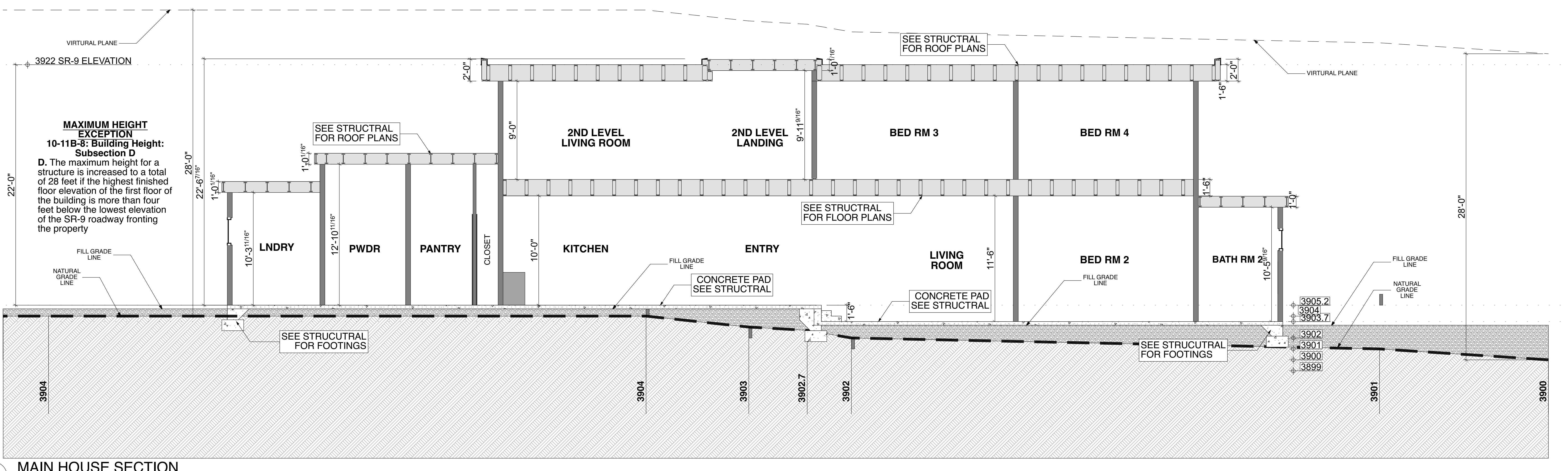


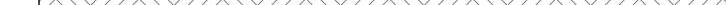
Project Number: 23061
ISSUANCE NAME
DATE
ISSUED:
CASITA / GARAGE ELEVATIONS

A203



SNOW LEOPARD





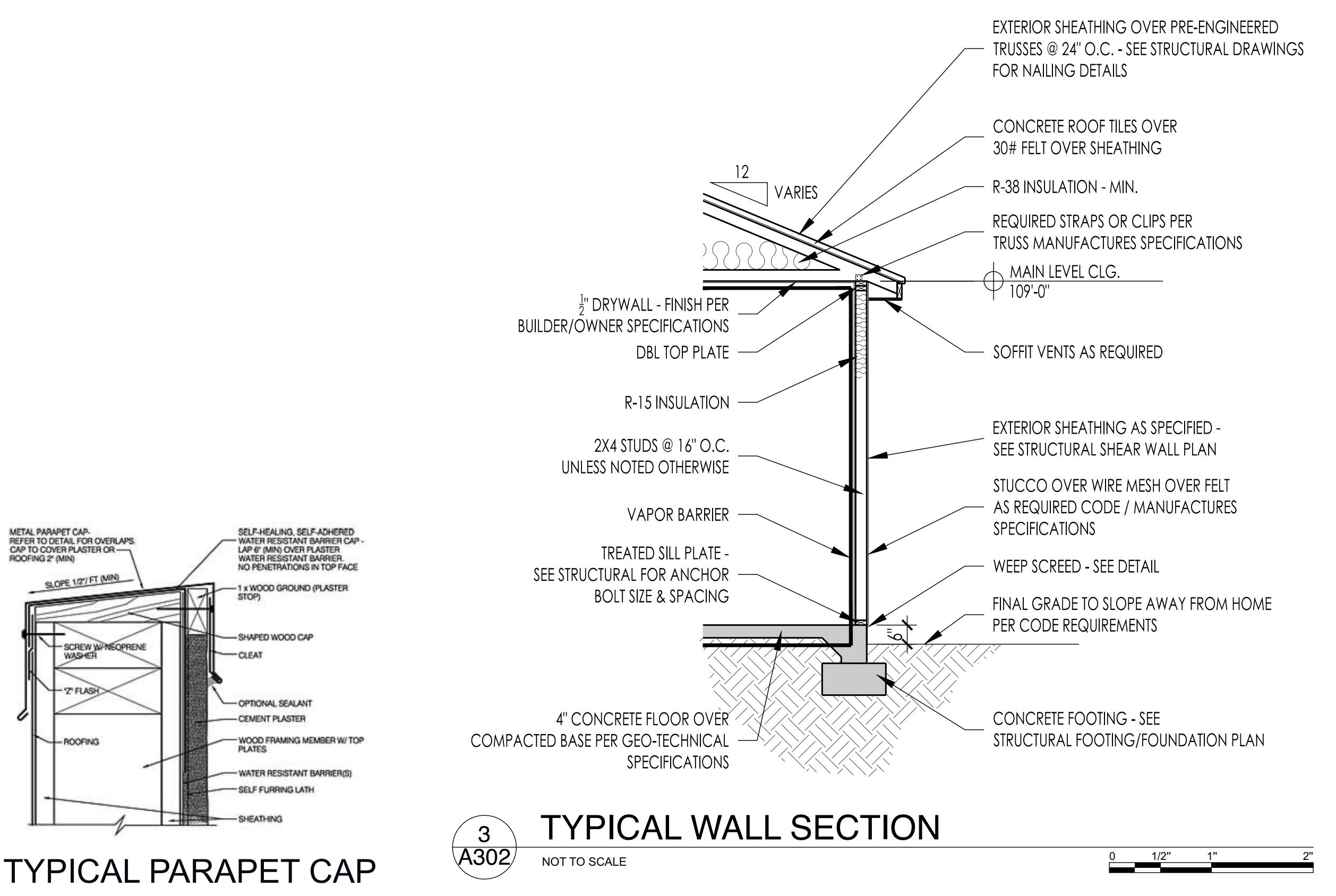
MAIN HOUSE SECTION

ISSUANCE NAME _____ DATE _____

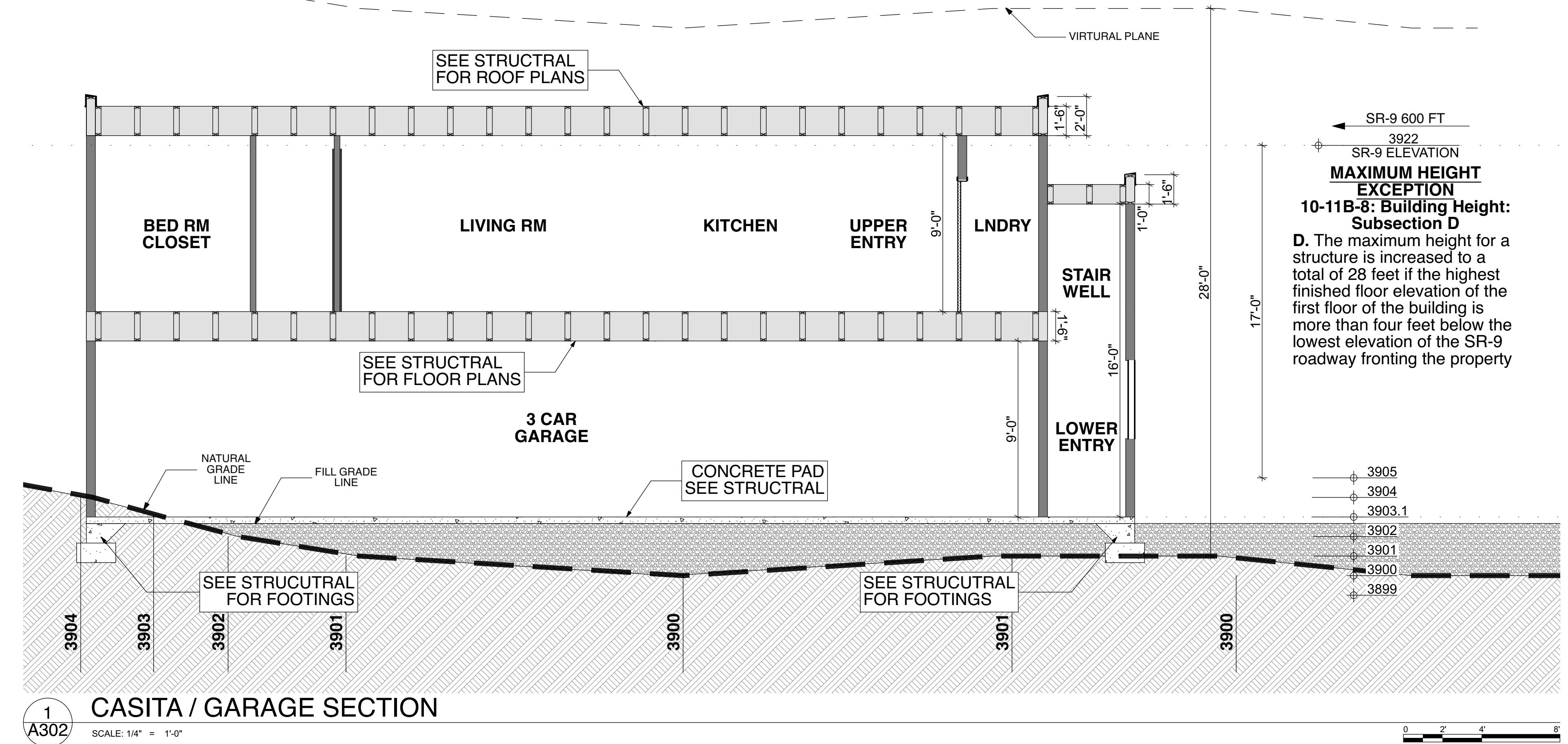
ED:

MAIN HOUSE Sections

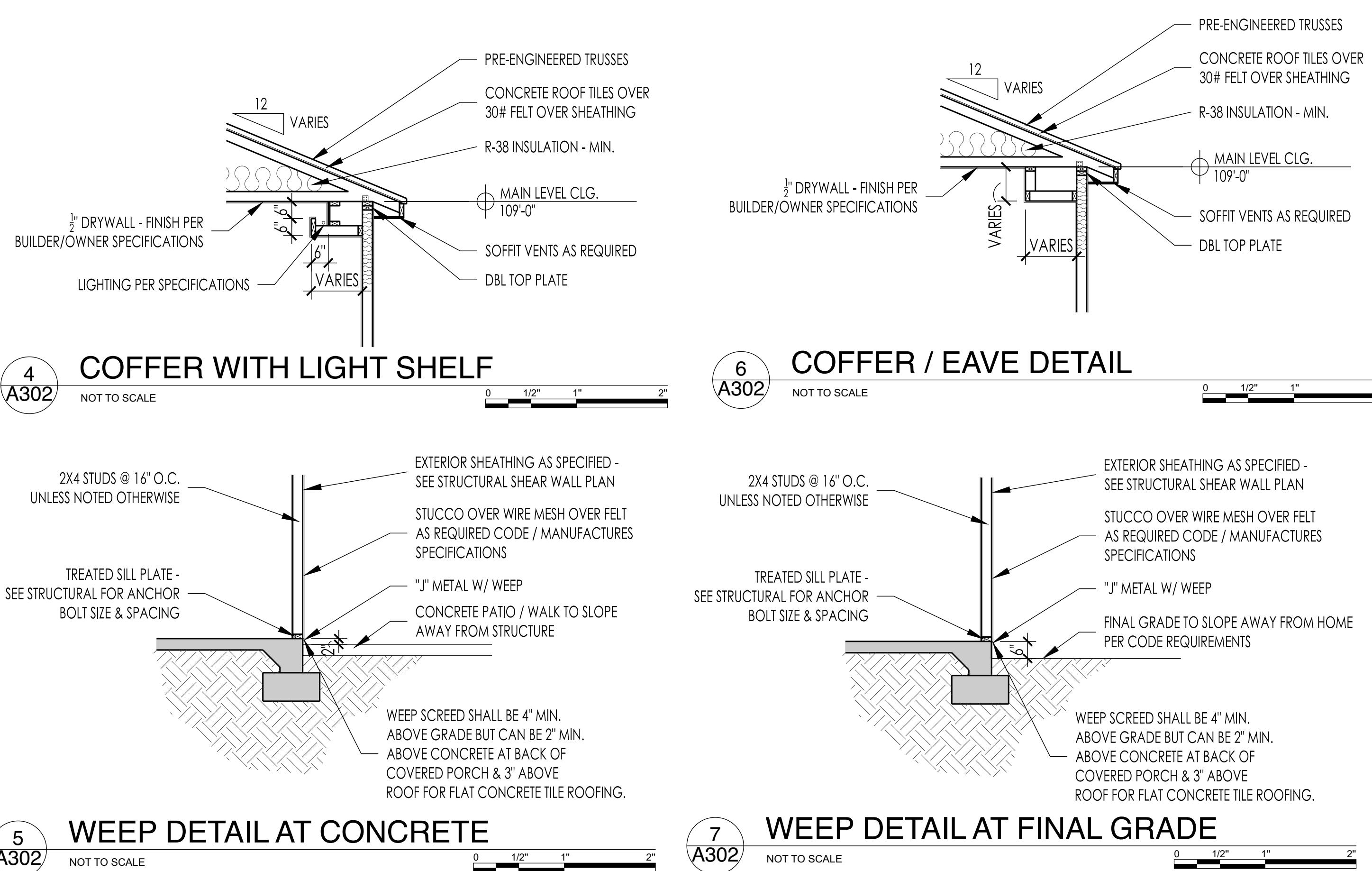
A301



TYPICAL PARAPET CAP



CASITA / GARAGE SECTION



SEE STRUCTRAL FOR ROOF PLANS

SEE STRUCTRAL FOR FLOOR PLANS

SEE STRUCTRAL FOR FOOTINGS

SEE STRUCTRAL FOR FOOTINGS

SEE STRUCTRAL FOR FLOOR PLANS

SEE STRUCTRAL FOR ROOF PLANS

MAXIMUM HEIGHT EXCEPTION

10-11B-8: Building Height: Subsection D

D. The maximum height for a structure is increased to a total of 28 feet if the highest finished floor elevation of the first floor of the building is more than four feet below the lowest elevation of the SR-9 roadway fronting the property

SR-9 ELEVATION

119'-6"

19'-6"

17'-0"

28'-0"

11 1/2"

.25" 12"

.25" 12"

.25" 12"

LIVING RM

KITCHEN

9'-0"

1'6"

1'6"

CONCRETE PAD SEE STRUCTRAL

3 CAR GARAGE

FILL GRADE LINE

NATURAL GRADE LINE

GARAGE FFE 3903.1

SEE STRUCTRAL FOR FOOTINGS

SEE STRUCTRAL FOR FOOTINGS

3904

3903

3902

3901

3900

3905

3904

3903.1

3902

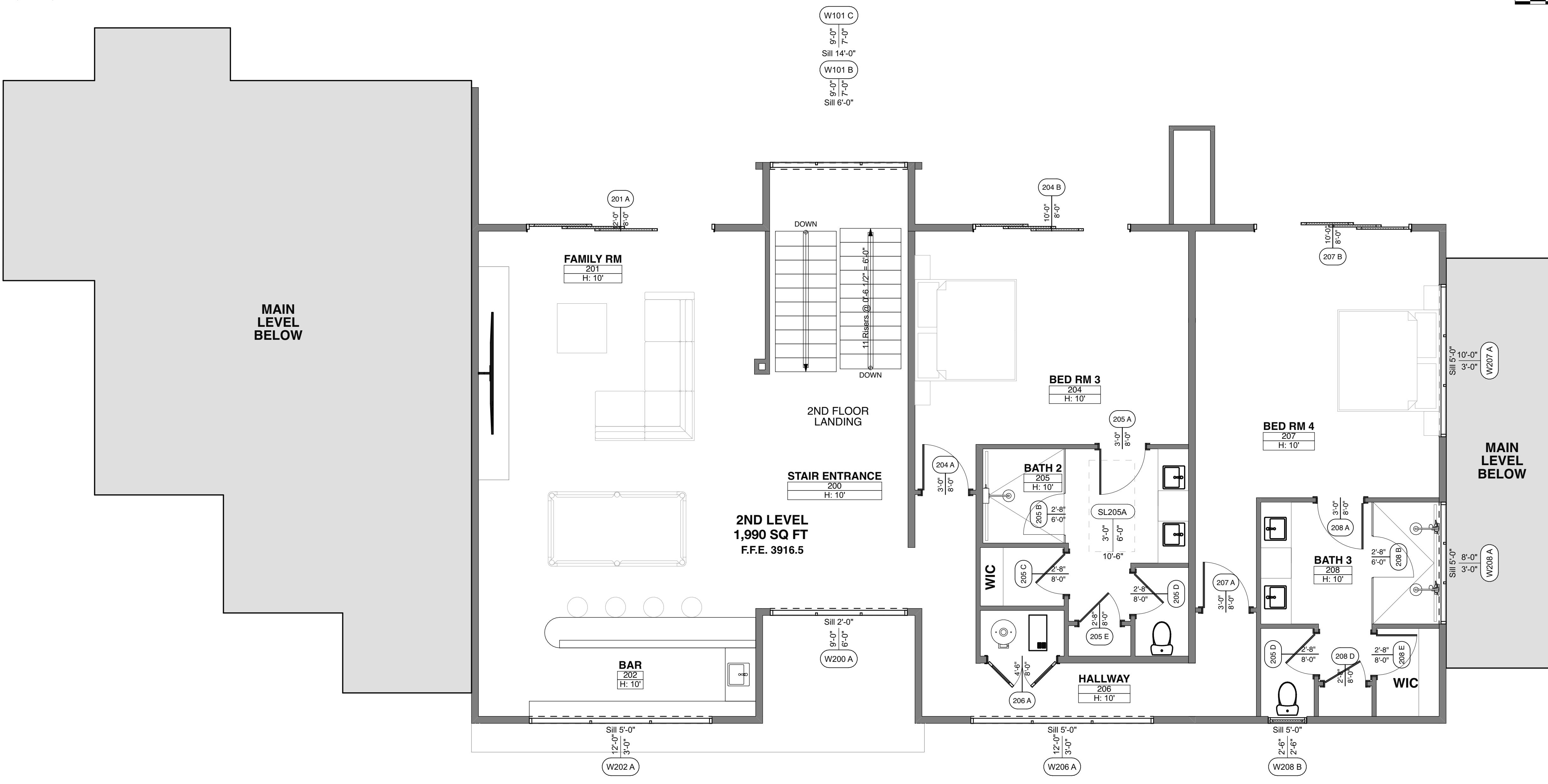
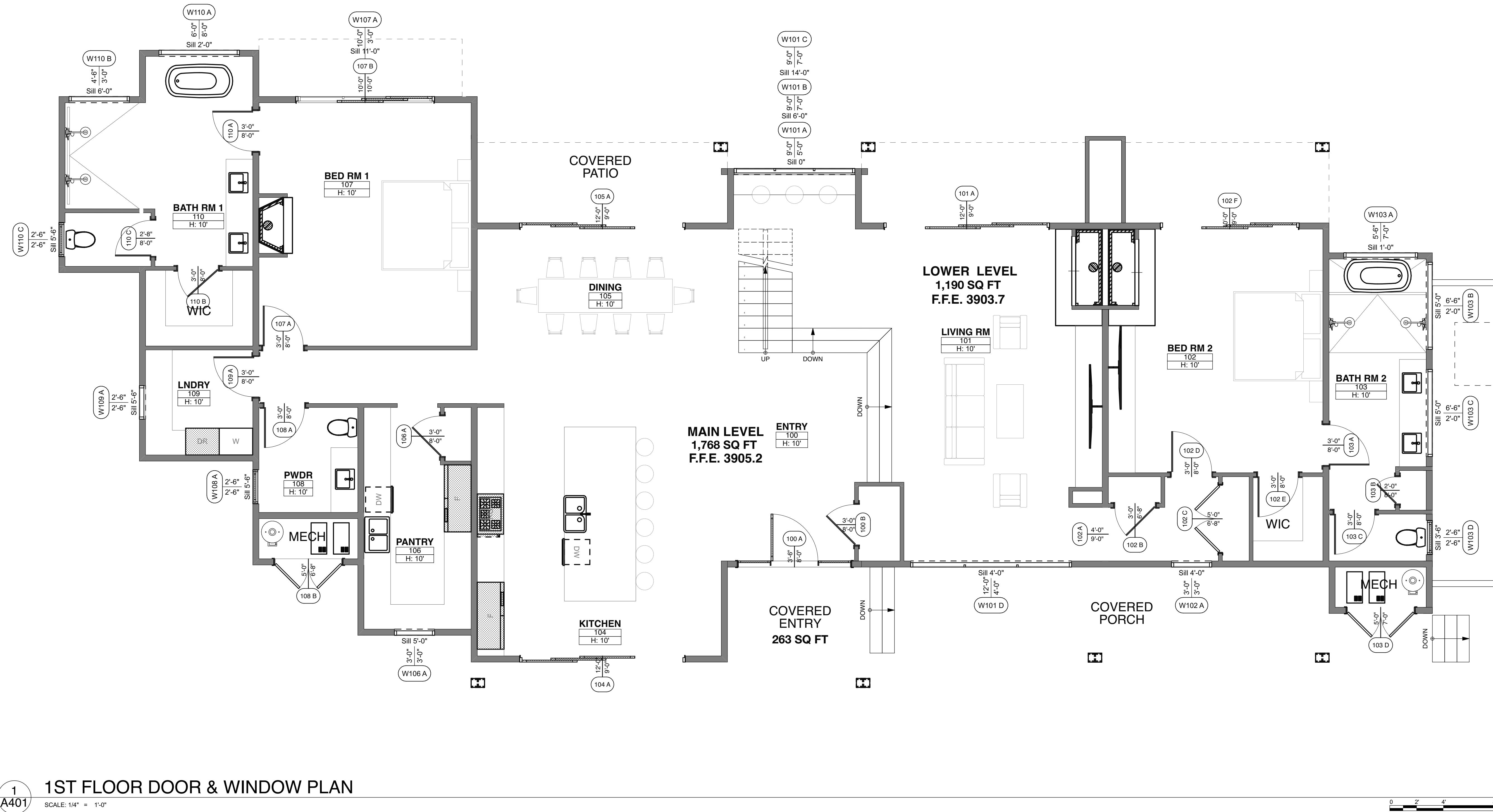
3901

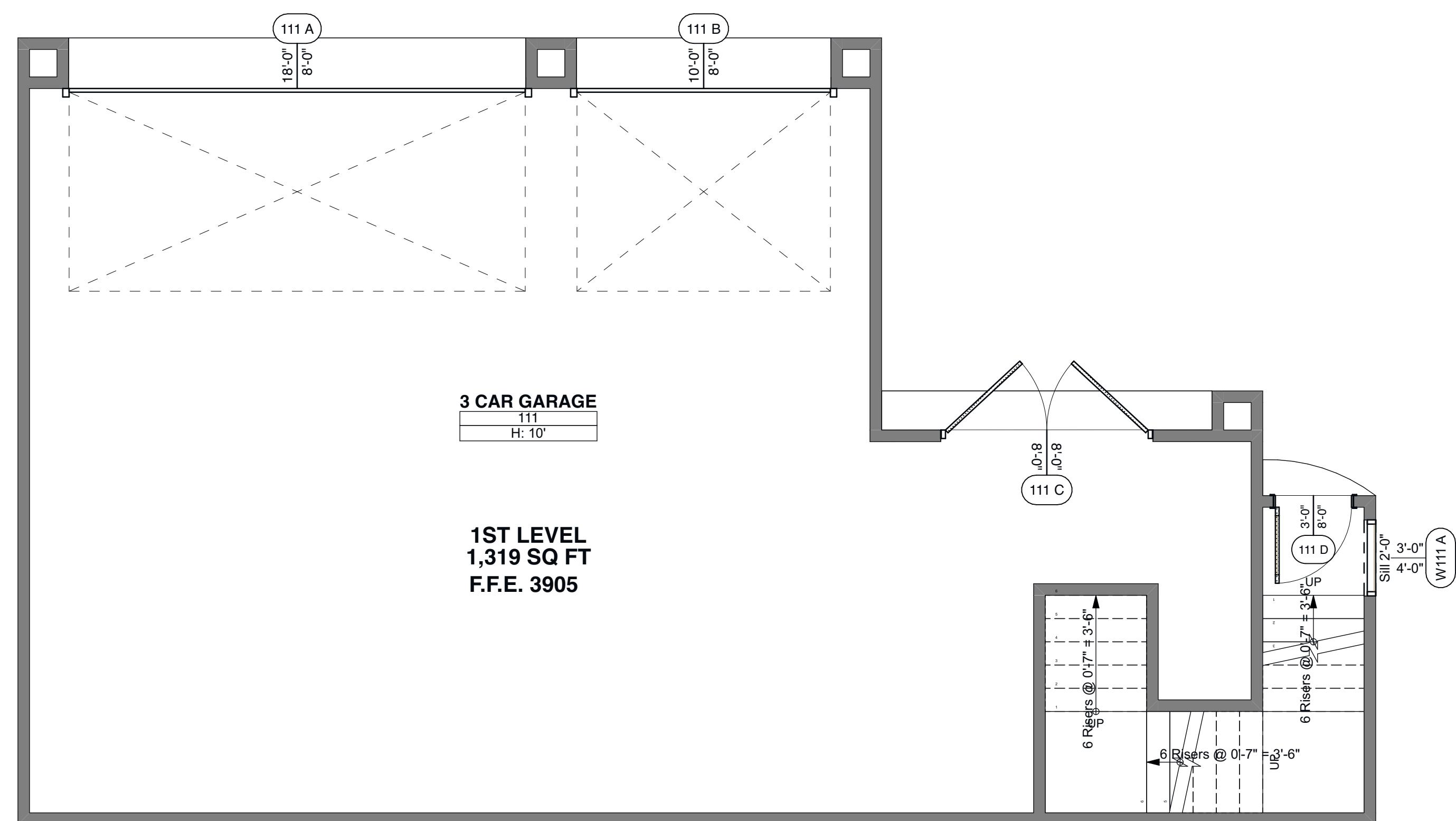
3900

3899

3902

CASITA / GARAGE SECTION



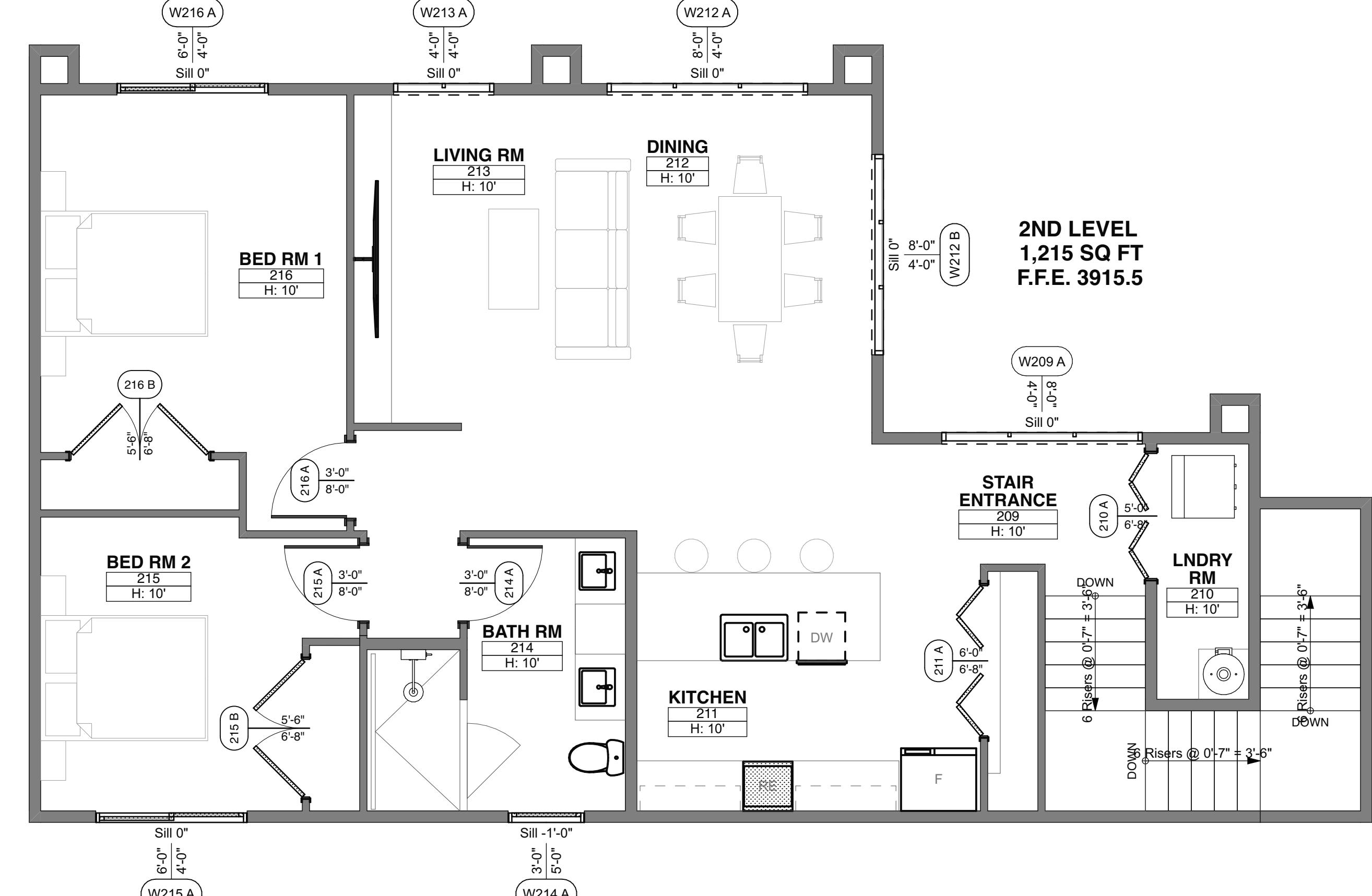


CASITA/GARAGE FIRST FLOOR DOOR AND WINDOW PLAN

1
A402

SCALE: 1/4" = 1'-0"

DOOR SCHEDULE				
ID	DOOR		FIRE	NOTES
	W	H		
100 A	3'-6"	8'-0"	Unrated	
100 B	3'-0"	8'-0"	Unrated	
101 A	12'-0"	9'-0"	Unrated	
102 A	4'-0"	9'-0"	Unrated	—
102 B	3'-0"	6'-8"	Unrated	
102 C	5'-0"	6'-8"	Unrated	
102 D	3'-0"	8'-0"	Unrated	
102 E	3'-0"	8'-0"	Unrated	
102 F	10'-0"	9'-0"	Unrated	
103 A	3'-0"	8'-0"	Unrated	
103 B	2'-0"	8'-0"	Unrated	
103 C	3'-0"	8'-0"	Unrated	
103 D	5'-0"	7'-0"	Unrated	
104 A	12'-0"	9'-0"	Unrated	
105 A	12'-0"	9'-0"	Unrated	
106 A	3'-0"	8'-0"	Unrated	
107 A	3'-0"	8'-0"	Unrated	
107 B	10'-0"	10'-0"	Unrated	
108 A	3'-0"	8'-0"	Unrated	
108 B	5'-0"	6'-8"	Unrated	
109 A	3'-0"	8'-0"	Unrated	
110 A	3'-0"	8'-0"	Unrated	
110 B	3'-0"	8'-0"	Unrated	
110 C	2'-8"	8'-0"	Unrated	
111 A	18'-0"	8'-0"	Unrated	
111 B	10'-0"	8'-0"	Unrated	
111 C	8'-0"	8'-0"	Unrated	
111 D	3'-0"	8'-0"	Unrated	
201 A	12'-0"	8'-0"	Unrated	
204 A	3'-0"	8'-0"	Unrated	
204 B	10'-0"	8'-0"	Unrated	
205 A	3'-0"	8'-0"	Unrated	
205 B	2'-8"	6'-0"	Unrated	
205 C	2'-8"	8'-0"	Unrated	
205 D	2'-8"	8'-0"	Unrated	
205 E	2'-8"	8'-0"	Unrated	
206 A	4'-6"	8'-0"	Unrated	
207 A	3'-0"	8'-0"	Unrated	
207 B	10'-0"	8'-0"	Unrated	
208 A	3'-0"	8'-0"	Unrated	
208 B	2'-8"	6'-0"	Unrated	
208 D	2'-8"	8'-0"	Unrated	
208 E	2'-8"	8'-0"	Unrated	
210 A	5'-0"	6'-8"	Unrated	
211 A	6'-0"	6'-8"	Unrated	
214 A	3'-0"	8'-0"	Unrated	
215 A	3'-0"	8'-0"	Unrated	
215 B	5'-6"	6'-8"	Unrated	
216 A	3'-0"	8'-0"	Unrated	
216 B	5'-6"	6'-8"	Unrated	



WINDOW SCHEDULE				
ID	SIZE	Tempered	Egress	Type
W101 A	9'-0" x 5'-0"	No	No	Fixed
W101 B	9'-0" x 7'-0"	No	No	Fixed
W101 C	9'-0" x 7'-0"	No	No	Fixed
W101 D	12'-0" x 4'-0"	No	No	Fixed
W102 A	3'-0" x 3'-0"	No	No	Fixed
W103 A	5'-6" x 7'-0"	Yes	No	Fixed
W103 B	6'-6" x 2'-0"	Yes	No	Fixed
W103 C	6'-6" x 2'-0"	Yes	No	Fixed
W103 D	2'-6" x 2'-6"	Yes	No	Fixed
W106 A	3'-0" x 3'-0"	No	No	Fixed
W107 A	10'-0" x 3'-0"	No	No	Fixed
W108 A	2'-6" x 2'-6"	Yes	No	Fixed
W109 A	2'-6" x 2'-6"	No	No	Fixed
W110 A	6'-0" x 8'-0"	Yes	No	Fixed
W110 B	4'-6" x 3'-0"	Yes	No	Fixed
W110 C	2'-6" x 2'-6"	Yes	No	Fixed
W111 A	3'-0" x 4'-0"	No	No	Folding Wall
W200 A	9'-0" x 6'-0"	No	No	Fixed
W202 A	12'-0" x 3'-0"	No	No	Fixed
W206 A	12'-0" x 3'-0"	No	No	Fixed
W207 A	10'-0" x 3'-0"	No	No	Fixed
W208 A	8'-0" x 3'-0"	Yes	No	Fixed
W208 B	2'-6" x 2'-6"	Yes	No	Fixed
W209 A	8'-0" x 4'-0"	No	No	Fixed
W212 A	8'-0" x 4'-0"	No	No	Fixed
W212 B	8'-0" x 4'-0"	No	No	Fixed
W213 A	4'-0" x 4'-0"	No	No	Fixed
W214 A	3'-0" x 5'-0"	Yes	No	Fixed
W215 A	6'-0" x 4'-0"	No	Yes	Sliding Window
W216 A	6'-0" x 4'-0"	No	Yes	Sliding Window

CASITA/GARAGE SECOND FLOOR DOOR AND WINDOW PLAN

3
A402

SCALE: 1/4" = 1'-0"

Project Number: 23061
ISSUANCE NAME DATE
ISSUED:
CASITA / GARAGE
DOOR & WINDOW
Details
A402

LIGHTING LEGEND:

1) - RECESSED CAN LIGHT
2) - DOWNLIGHT SCONCE

LIGHT FIXTURE:

1) KICHLER LIGHTING - DLR04R2790WHT
DIRECT TO CEILING RECESSED LED DOWNLIGHT
6" X 2" | 2700 K | 700 LUMENS

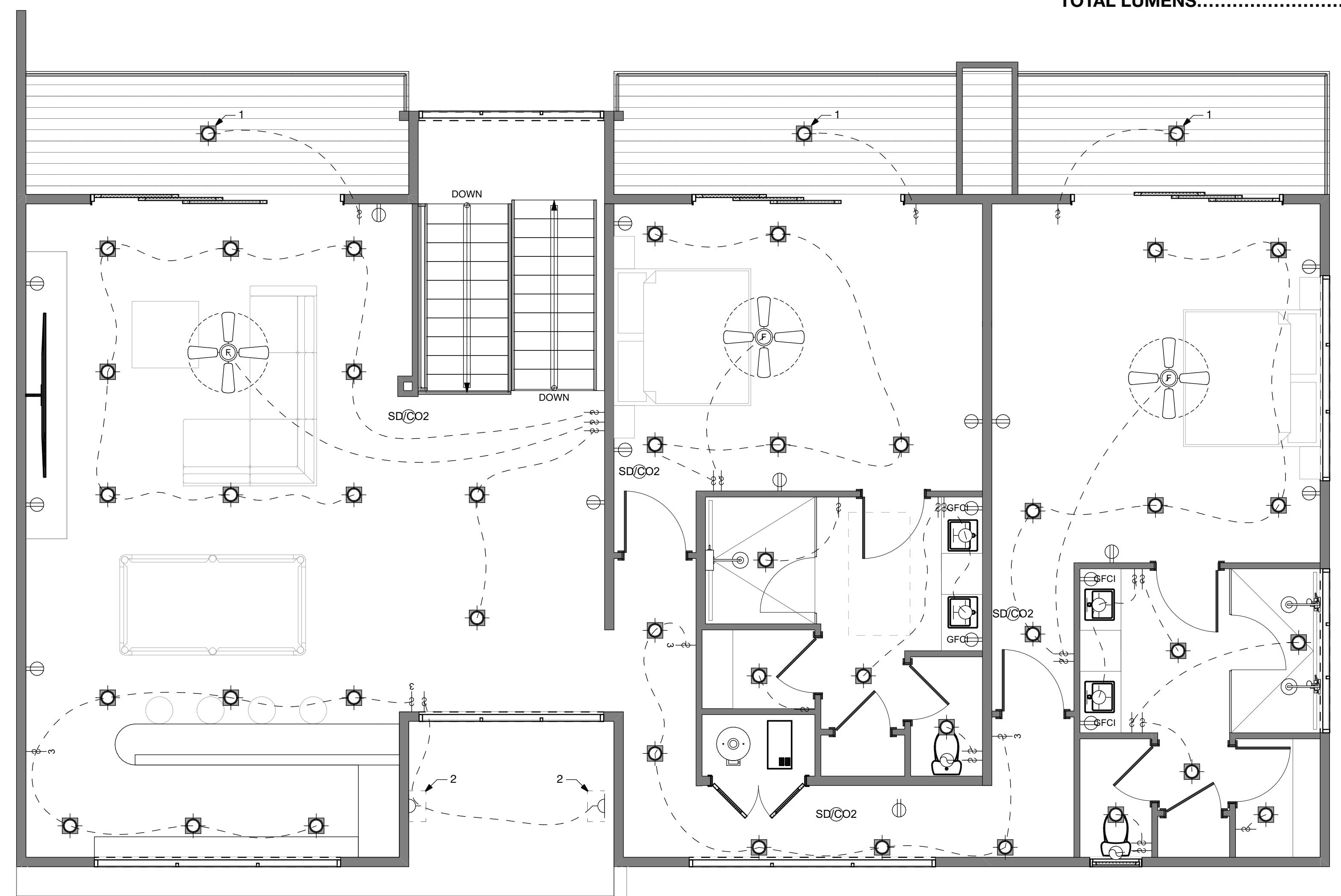
2) KICHLER LIGHTING - 9234BK -
SMALL OUTDOOR WALL MOUNT
7" X 4.75" | 60-WATT BULBS | 800 LUMENS

LIGHTING NOTES:

1) ALL LIGHTING TO MEET LZ-2 LOW AMBIENT
LIGHTING OR 40,000 LUMENS PER ACRE
2) ALL LIGHTING TO COMPLY WITH "FULL CUTOFF
FIXTURE" STANDARDS: ALL OUTDOOR LIGHTING
TO FACE DOWNWARD WITH OPAQUE SHIELDING -
RECESSED INTO HOUSING BY 2" CUT SHEET
3) ALL EXT LIGHTING TO BE 3000K < (WARM
COLOR TEMP)

LUMEN COUNT:

1ST FLOOR MAIN HOUSE....8X700 + 1X800 = 6,400
2ND FLOOR MAIN HOUSE ..2X800 + 3X700 = 3,700
1ST FLOOR ADU/GARAGE.....6X800 = 4,800
2ND FLOOR ADU/GARAGE.....0
TOTAL LUMENS.....14,900



MAIN HOUSE: 2ND FLOOR ELECTRICAL PLAN
E002

SCALE: 1/4" = 1'-0"

0 2 4 6

SNOW LEOPARD
54 HUMMINGBIRD LANE
SPRINGDALE UTAH 84767

Project Number: 23061
ISSUANCE NAME
DATE
ISSUED:
MAIN HOUSE Second Floor
E002

LIGHTING LEGEND:

1) - RECESSED CAN LIGHT
2) - DOWNLIGHT SCONCE

LIGHT FIXTURE:

1) KICHLER LIGHTING - DLRCO4R2790WHT
DIRECT TO CEILING RECESSED LED DOWNLIGHT
6" X 2" | 2700 K | 700 LUMENS

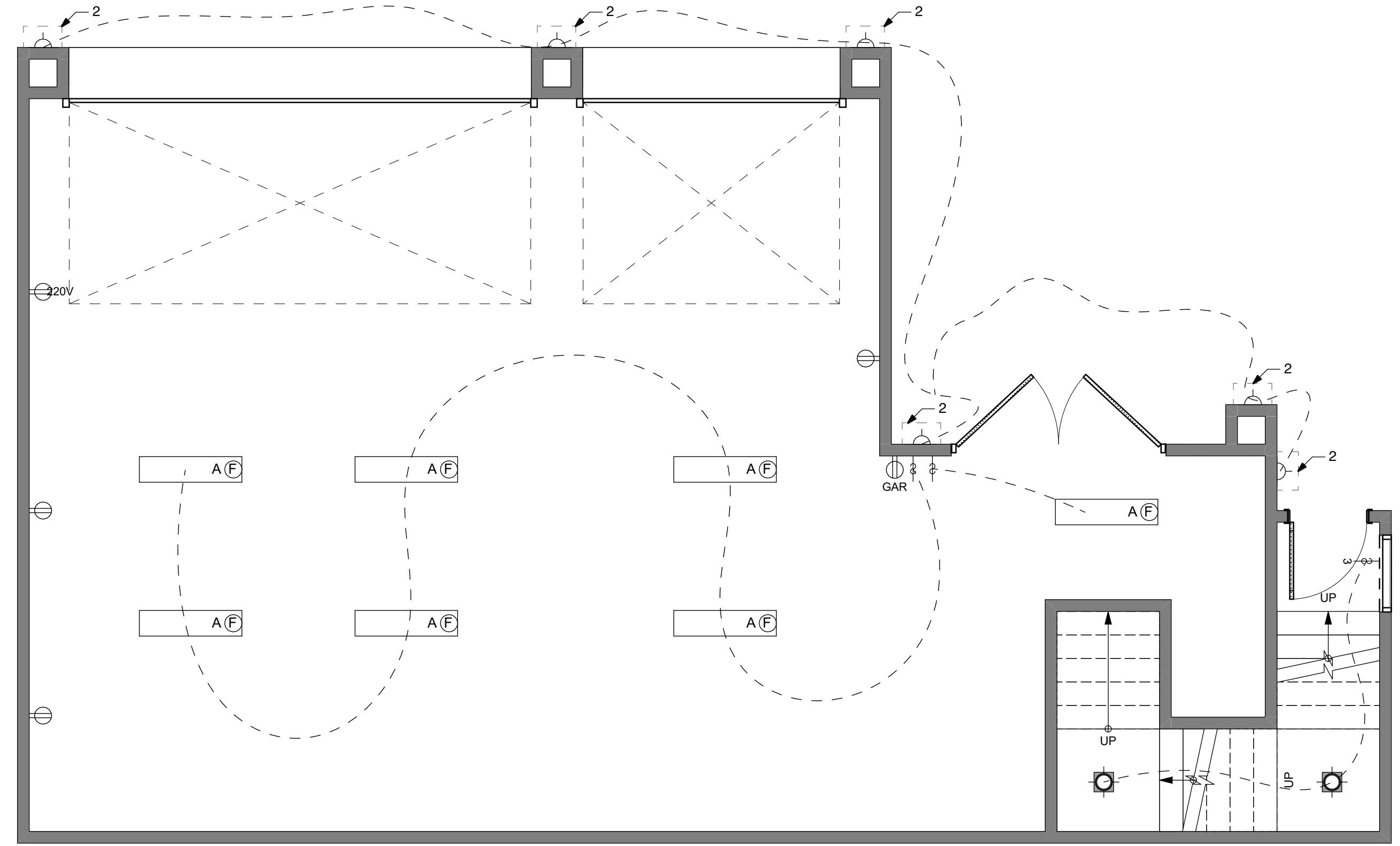
2) KICHLER LIGHTING - 9234BK -
SMALL OUTDOOR WALL MOUNT
7" X 4.75" | 60-WATT BULBS | 800 LUMENS

LIGHTING NOTES:

1) ALL LIGHTING TO MEET LZ-2 LOW AMBIENT
LIGHTING OR 40,000 LUMENS PER ACRE
2) ALL LIGHTING TO COMPLY WITH "FULL CUTOFF
Fixture" STANDARDS: ALL OUTDOOR LIGHTING
TO FACE DOWNWARD WITH OPAQUE SHIELDING -
RECESSED INTO HOUSING BY 2" CUT SHEET
3) ALL EXT LIGHTING TO BE 3000K < WARM
COLOR TEMP)

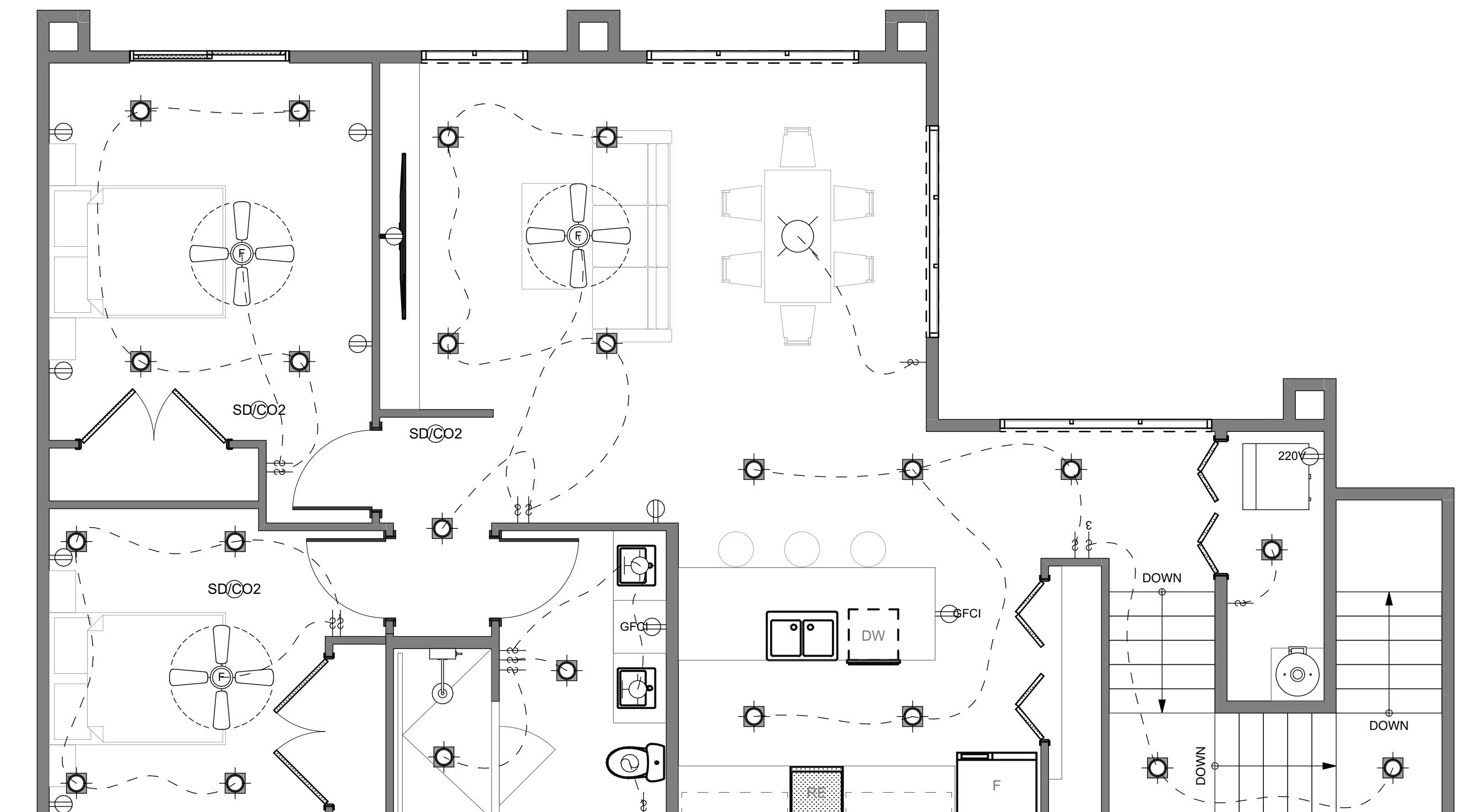
LUMEN COUNT:

1ST FLOOR MAIN HOUSE....8X700 + 1X800 = 6,400
2ND FLOOR MAIN HOUSE....2X800 + 3X700 = 3,700
1ST FLOOR ADU/GARAGE.....6X800 = 4,800
2ND FLOOR ADU/GARAGE.....0
TOTAL LUMENS.....14,900



2
E003 ADU GARAGE FIRST FLOOR ELECTRICAL
SCALE: 1/4" = 1'-0"

0 2' 4' 8'



3
E003 ADU GARAGE SECOND FLOOR ELECTRICAL
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

Project Number: 23061

ISSUANCE NAME DATE

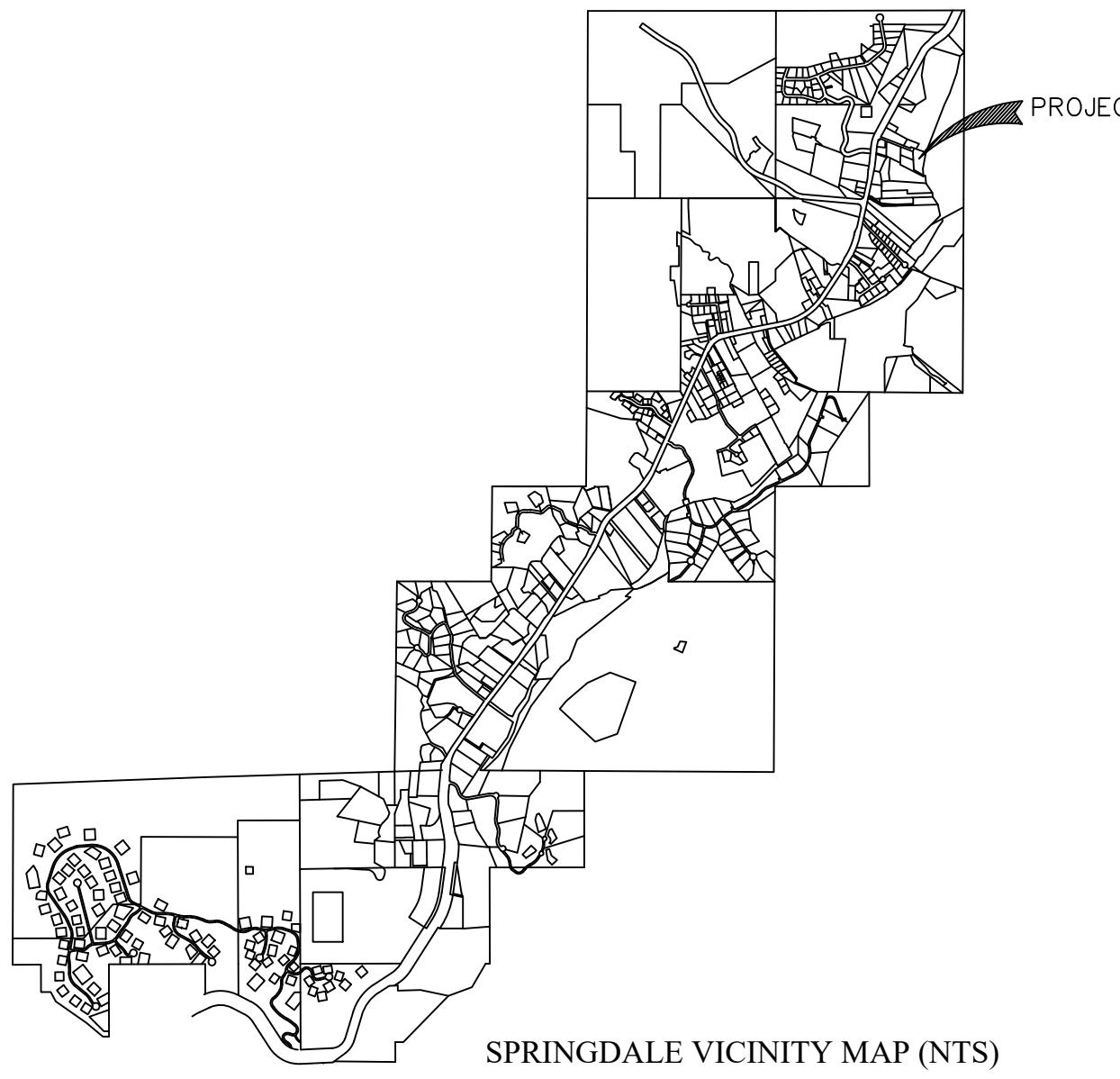
ISSUED:

CASITA / GARAGE First
Floor

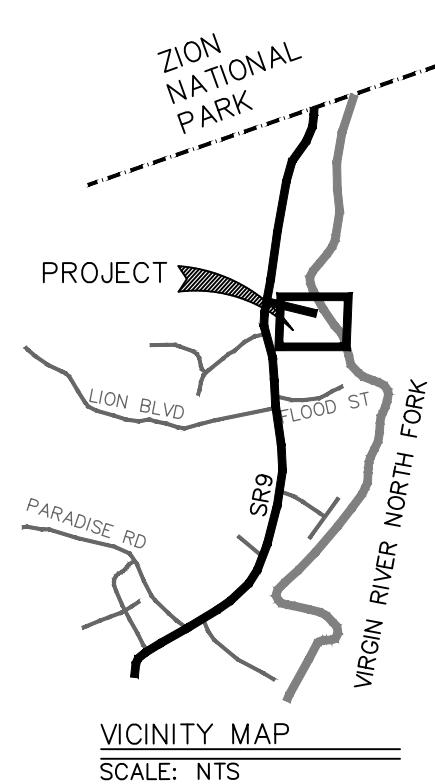
E003

SNOW LEOPARD

54 E. HUMMINGBIRD LANE, SPRINGDALE, UTAH



SPRINGDALE VICINITY MAP (NTS)



VICINITY MAP
SCALE: NTS



0' 40' 80'
SCALE: 1"=40'

SHEET INDEX	
SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	SITE & UTILITY PLAN
3	OVERALL GRADING PLAN
4	SITE GRADING & DRAINAGE PLAN
5	SEWER PROFILE
6	DETAILS
7	DETAILS

GENERAL NOTES

- ALL ELEVATIONS AND HORIZONTAL LOCATIONS ARE BASED ON THE NAVD 88 VERTICAL DATUM AND STATE PLANE COORDINATE SYSTEM.
- A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING, OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICES INSPECTORS.
- PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINNING. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT & GRADING PERMIT NUMBER.
- ALL WORK SHALL BE CONTAINED ON THE SUBJECT SITE ONLY. NO STOCKPILING OR CONSTRUCTION ACTIVITY SHALL OCCUR OFF OF THE APPROVED LOT AREA.
- THE PROJECT SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES. A WATER TRUCK SHALL BE AVAILABLE ON-SITE THROUGHOUT CONSTRUCTION TO CONTROL AIRBORNE PARTICLES.
- THE CONTRACTOR SHALL PROVIDE PORTABLE RESTROOMS AND A TEMPORARY TRASH ENCLOSURE ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
- ALL FIELD DESIGN CHANGES SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

ROSENBERG
ASSOCIATES • CIVIL ENGINEERS • LAND SURVEYORS



352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

COVER SHEET
FOR
SNOW LEOPARD
54 E. HUMMINGBIRD LANE
SPRINGDALE, UTAH

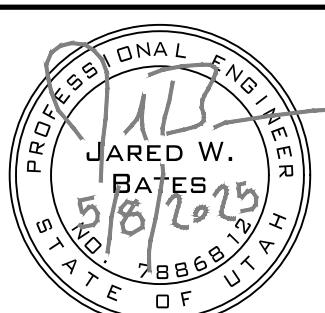


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NOTICE: EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: JARED BATES, P.E.
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586



PROJECT OWNER/DEVELOPER

THE DEVELOPER FOR THIS PROJECT IS:
SPLIKER & COMPANY, LLC
CONTACT: CLARK SPLIKER
933 E. ROCKWOOD CT
WASHINGTON, UT 84180
(435) 668-0762

DATE:	5/20/2024
JOB NO.:	12456-20
DESIGNED BY:	ALN
CHECKED BY:	JNB
DWG.:	12456-20 CONST

DATE:

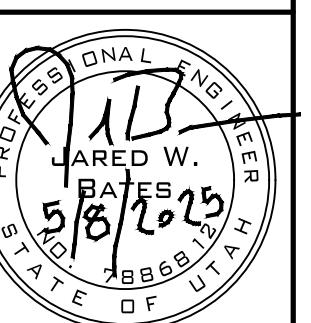
REVISIONS:

DATE:	5/20/2024
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SITE AND UTILITY PLAN
FOR
SNOW LEOPARD
54 E. HUMMINGBIRD LANE
SPRINGDALE, UTAH



LEGEND

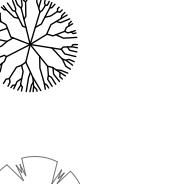
EFFECTIVE 100 YEAR FLOODPLAIN
(2004 WASHINGTON CO & RECENT LOMRS)

EFFECTIVE FLOODWAY
(2004 WASHINGTON CO. FIS)

100 YEAR FLOODPLAIN
(2021 ANALYSIS)

EROSION HAZARD BOUNDARY
HIGH HAZARD (2019 STUDY)

NATIVE TREE OVER 6' TALL



NATIVE TREE OVER 6' TALL TO BE
REMOVED FOR CONSTRUCTION AND TO BE
REPLACED PER SPECIFICATIONS BY TOWN
OF SPRINGDALE - (18 TOTAL REMOVED=36
TO BE PLANTED ON PROPERTY)

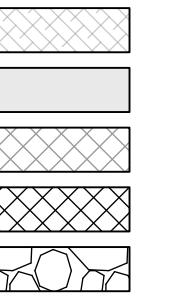
EXISTING ASPHALT

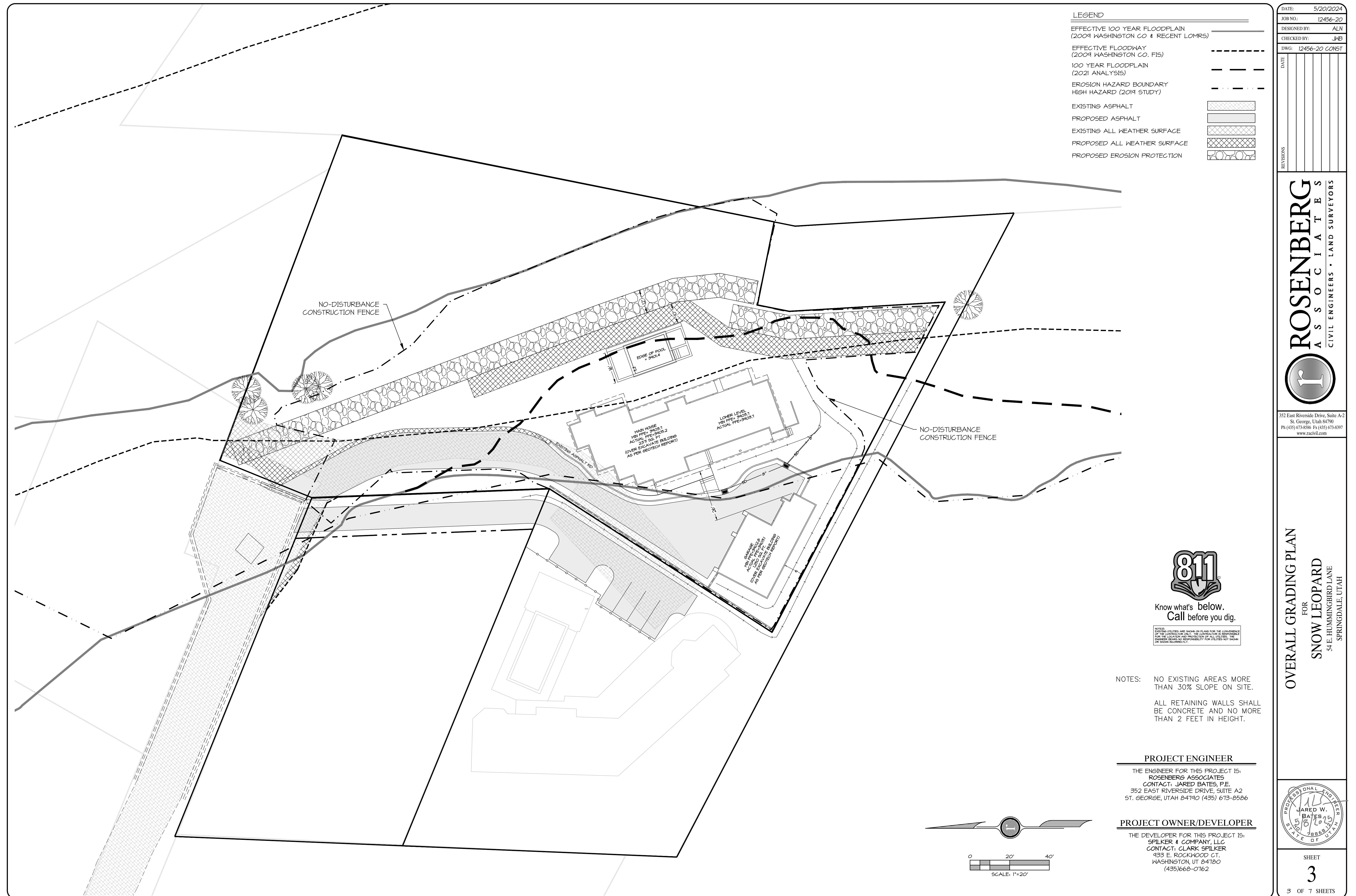
PROPOSED ASPHALT

EXISTING ALL WEATHER SURFACE

PROPOSED ALL WEATHER SURFACE

PROPOSED EROSION PROTECTION





DATE: 5/20/2024
 JOB NO: 12456-20
 DESIGNED BY: ALN
 CHECKED BY: JNB
 DWG: 12456-20 CONST

DATE: 5/20/2024
 REVISIONS:

ROSENBERG
 ASSOCIATES
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SITE GRADING AND DRAINAGE PLAN
FOR
SNOW LEOPARD
54 E. HUMMINGBIRD LANE
SPRINGDALE, UTAH



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NOTES: EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE OWNER. IT IS THE OWNER'S RESPONSIBILITY TO LOCATE AND PROTECT ALL UTILITIES. THE ENGINEER IS NOT RESPONSIBLE FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

NOTES: NO EXISTING AREAS MORE THAN 30% SLOPE ON SITE.

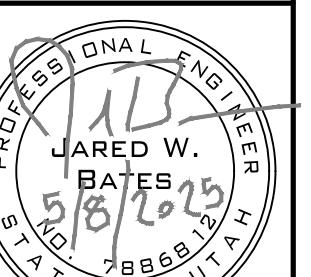
SWALE AND RETAINING WALLS SHALL PROPERTY BE CONCRETE AND NO MORE AND SLOPE THAN 1:1 IN HEIGHT.

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
 ROSENBERG ASSOCIATES
 CONTACT: JARED BATES, P.E.
 352 EAST RIVERSIDE DRIVE, SUITE A2
 ST. GEORGE, UTAH 84790 (435) 673-8586

PROJECT OWNER/DEVELOPER

THE DEVELOPER FOR THIS PROJECT IS:
 SPILKER & COMPANY, LLC
 CONTACT: CLARK SPILKER
 933 E. ROCKWOOD CT
 WASHINGTON, UT 84180
 (435) 668-0162



SHEET

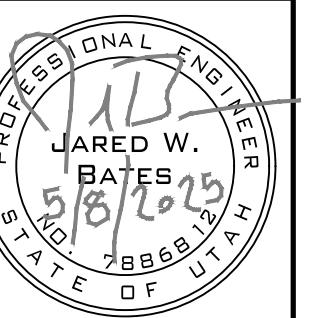
DATE: 5/20/2024
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REVISIONS
 DATE
 12456-20 CONST

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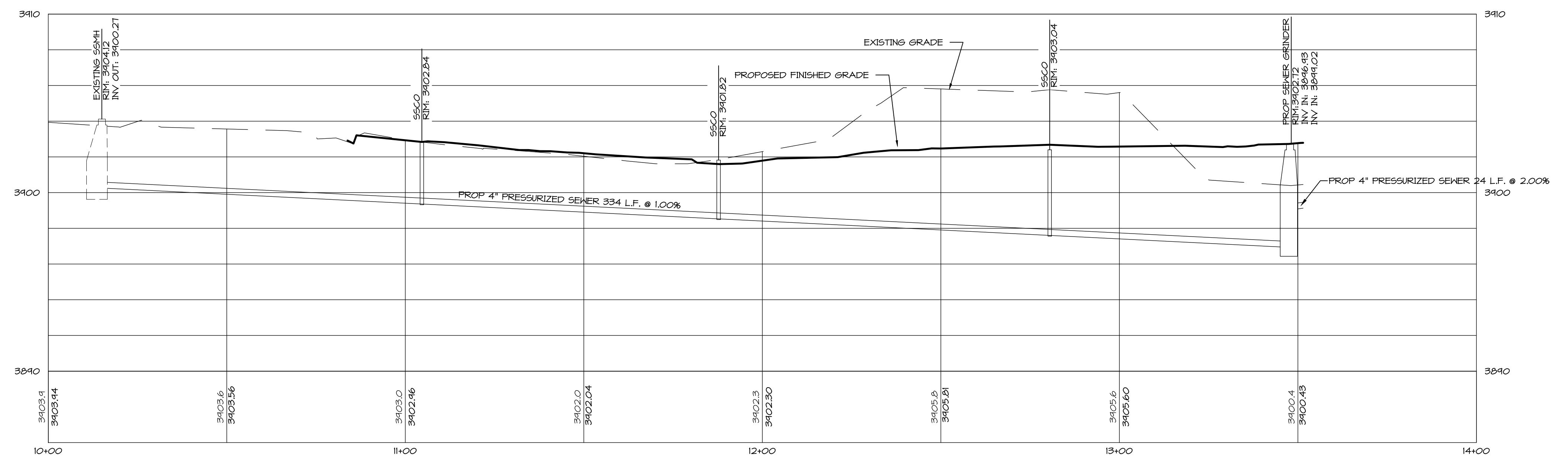
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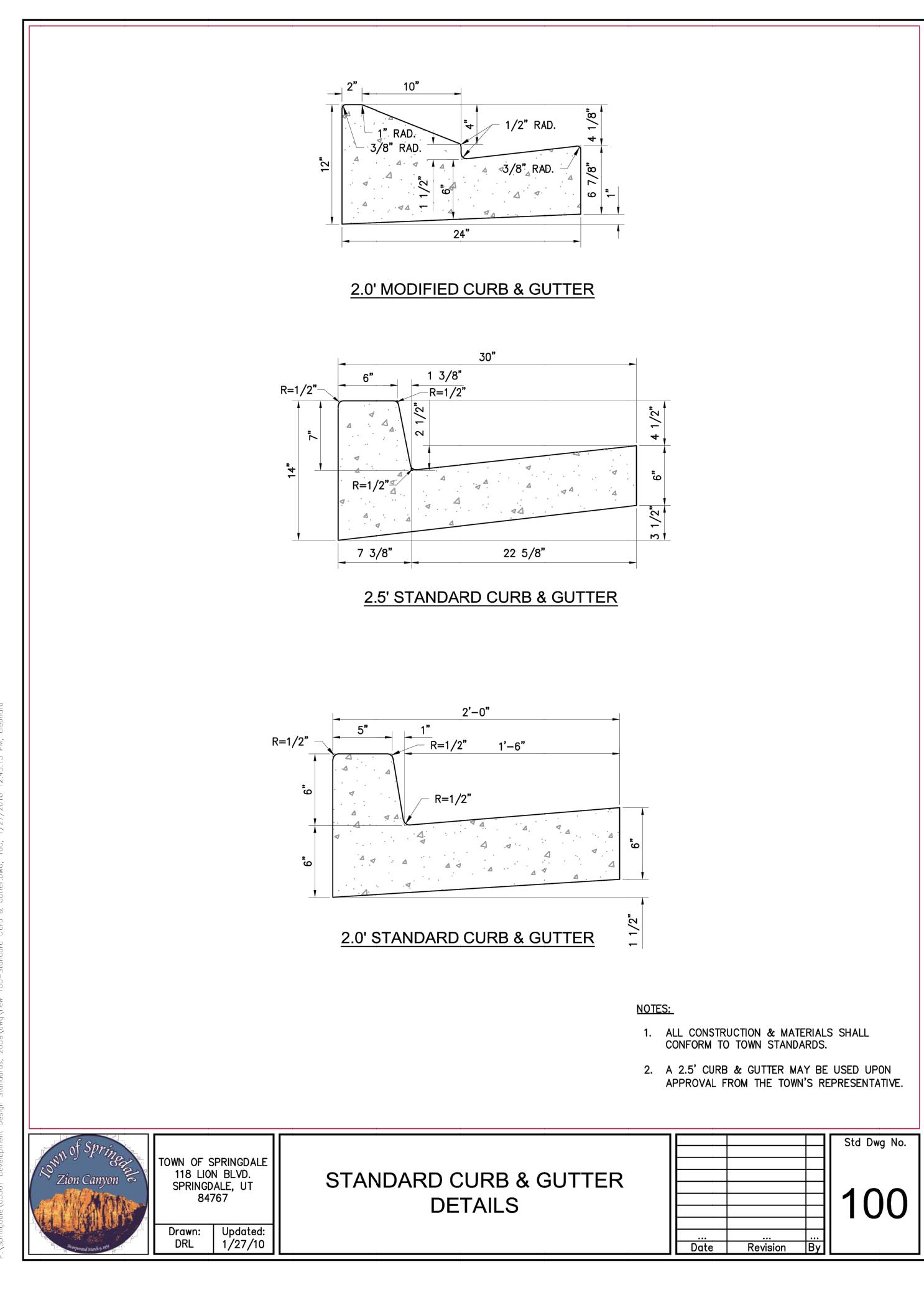
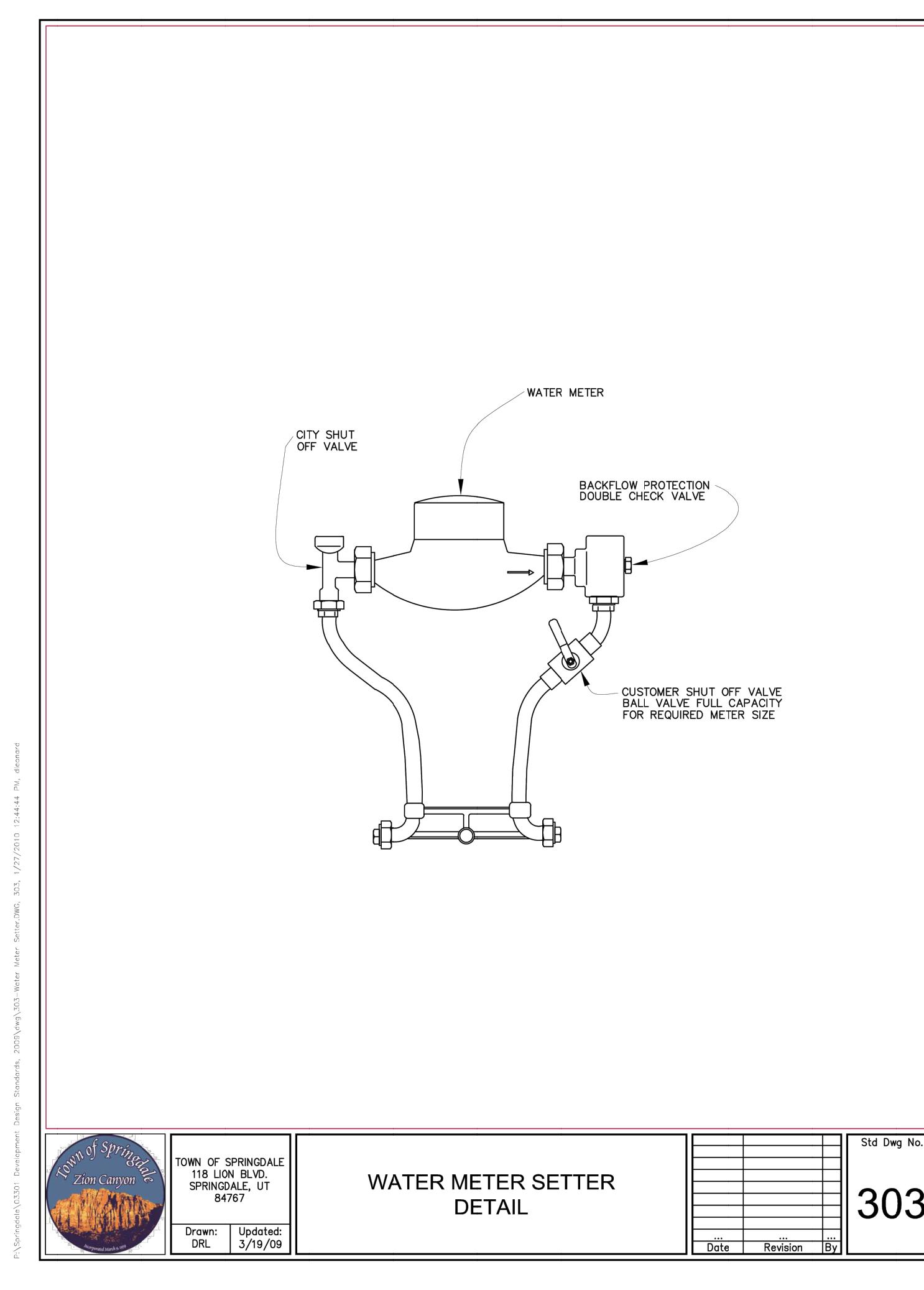
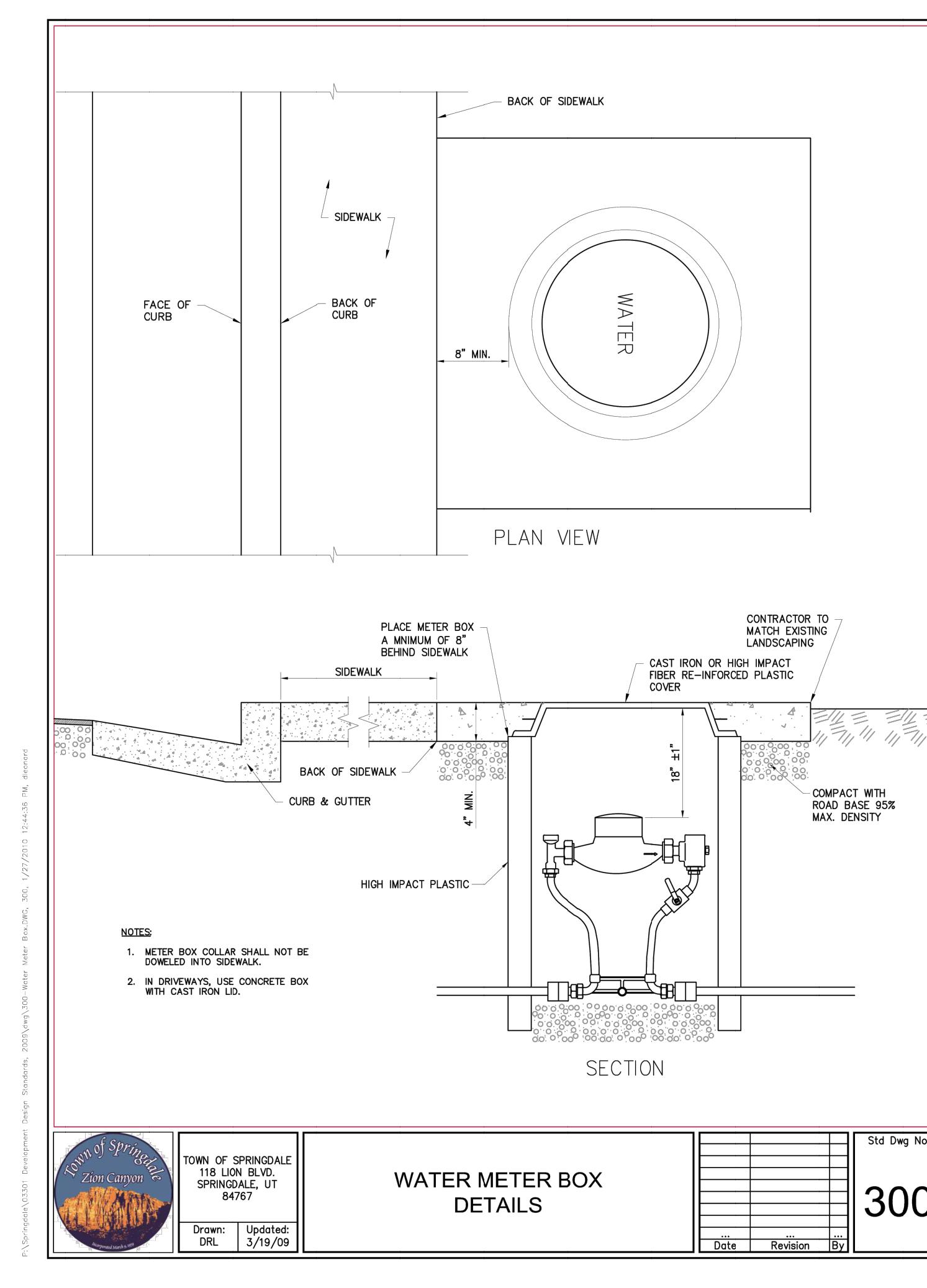
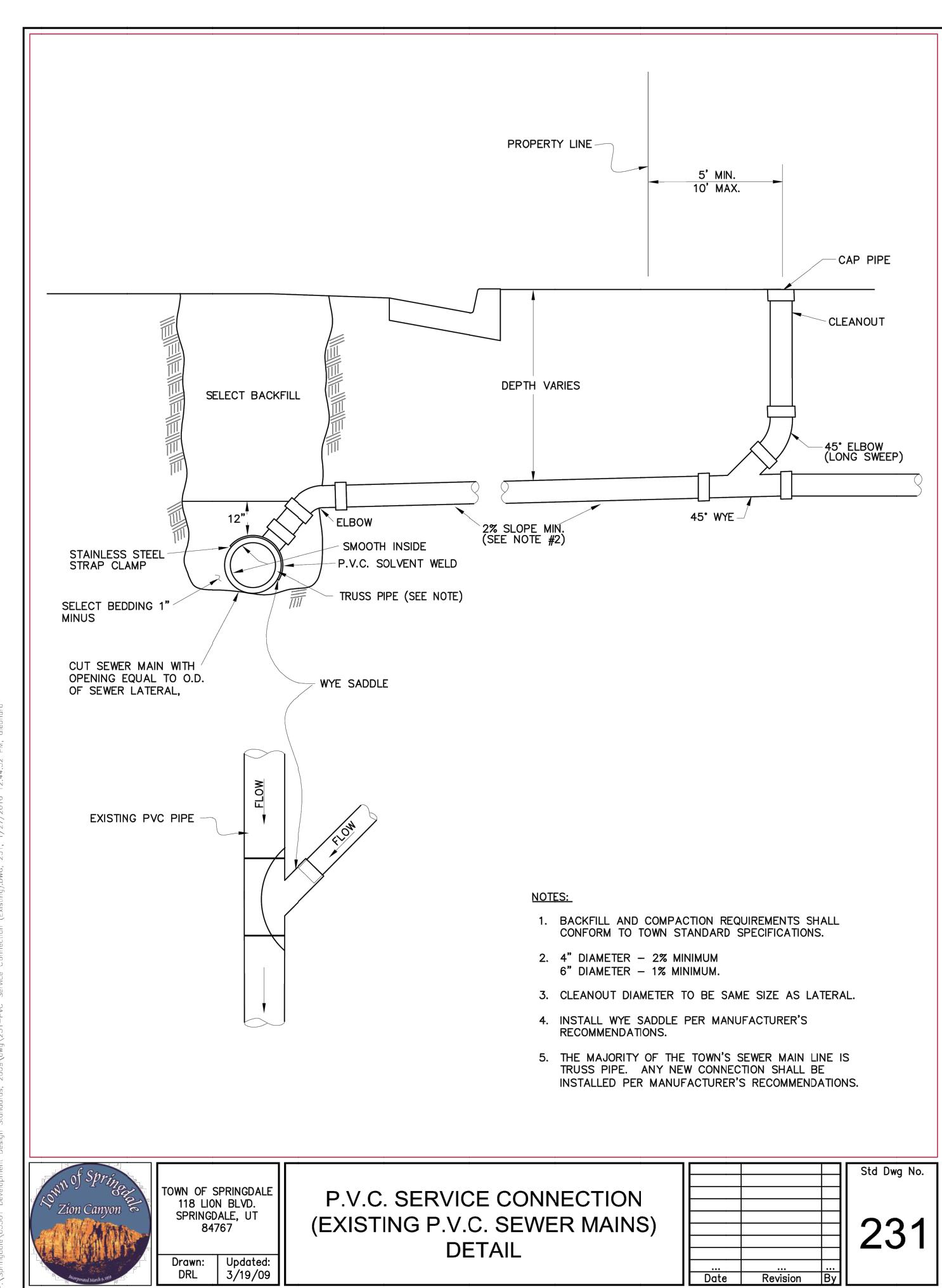
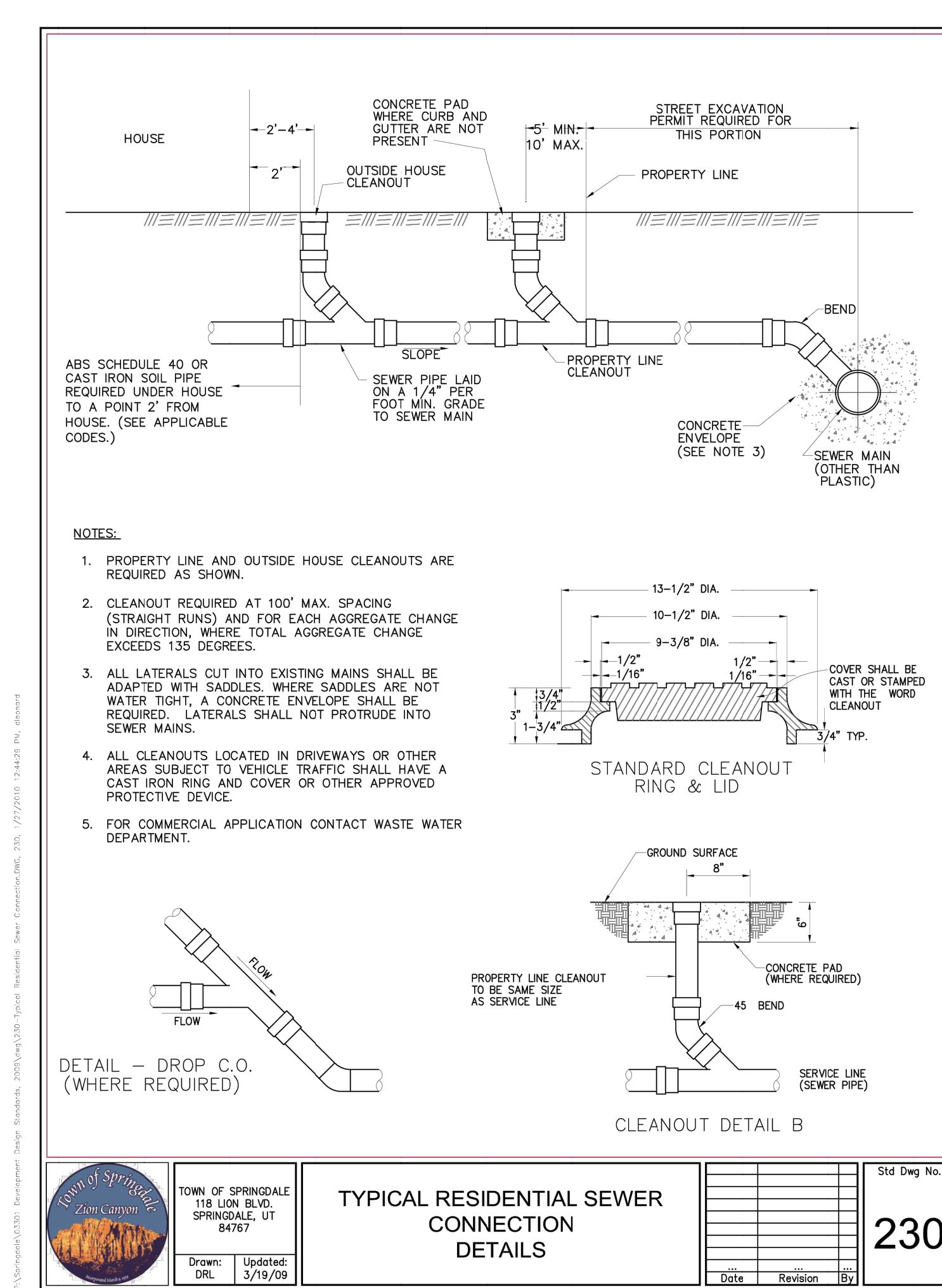
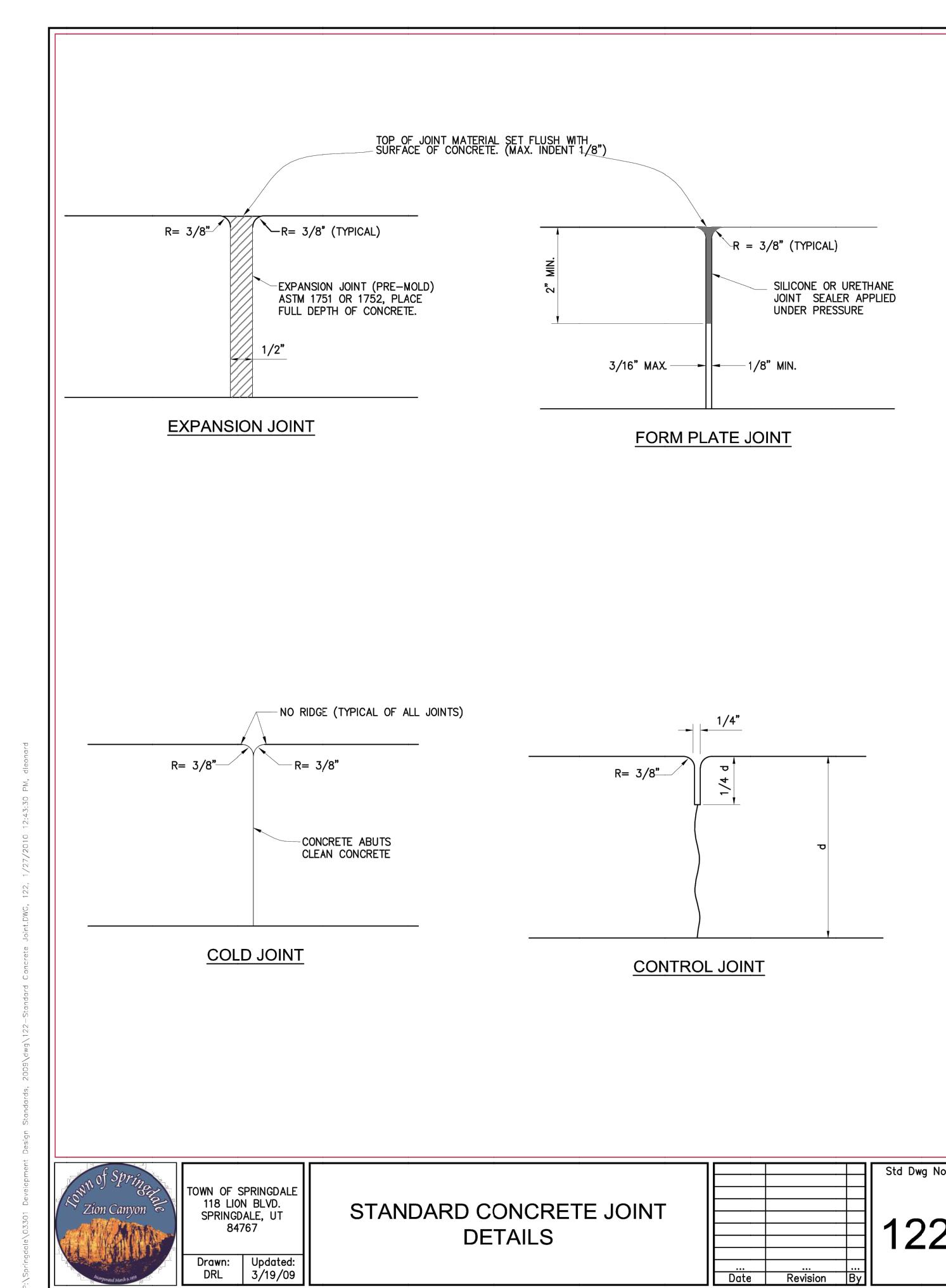
SEWER PROFILE
 FOR
 SNOW LEOPARD
 54 E. HUMMINGBIRD LANE
 SPRINGDALE, UTAH



5

5 OF 7 SHEETS



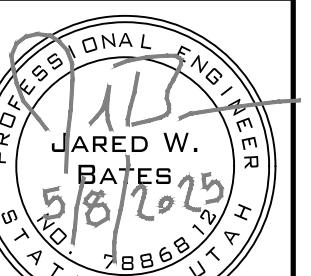


DATE: 5/20/2024
 JOB NO.: 12456-20
 DESIGNED BY: ALN
 CHECKED BY: JNB
 DWG: 12456-20 CONST

REVISIONS
 DATE
 DATE
 DATE
 DATE
 DATE
 DATE

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DETAILS
 FOR
 SNOW LEOPARD
 54 E. HUMMINGBIRD LANE
 SPRINGDALE, UTAH

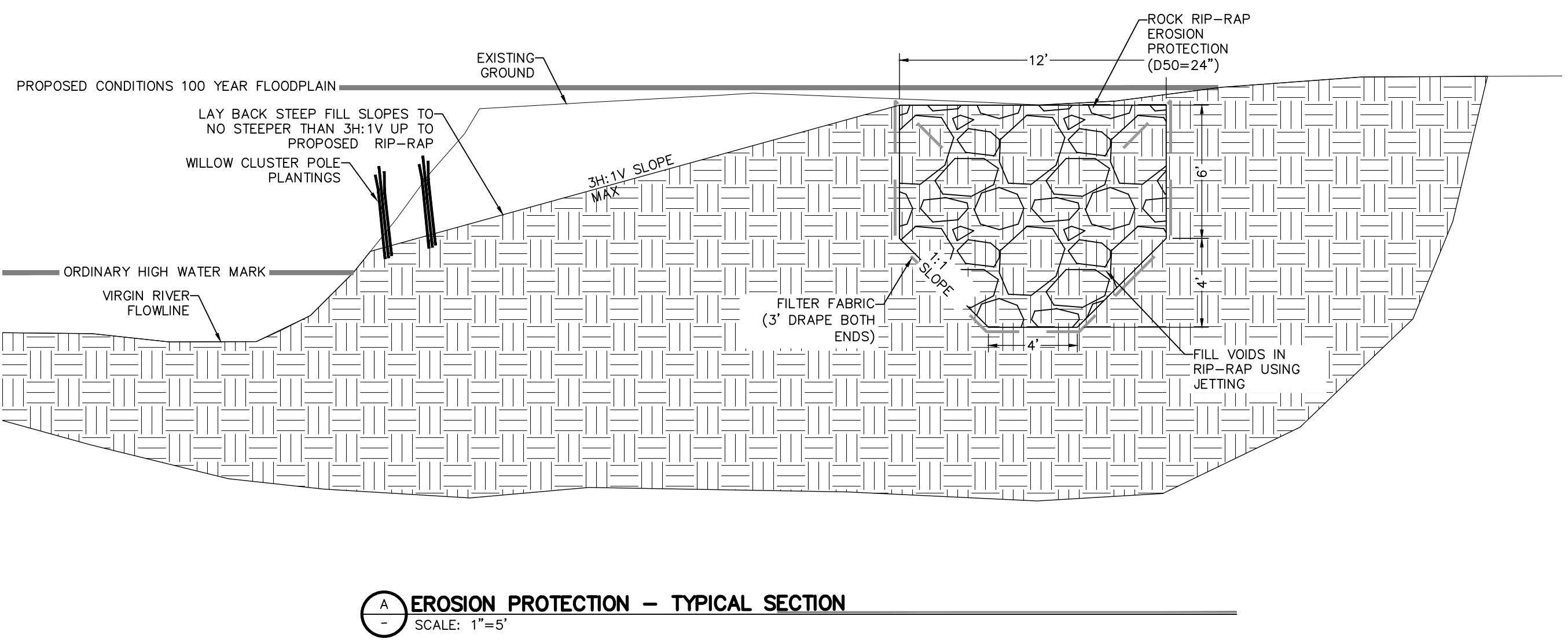


7 OF 7 SHEETS

RIP-RAP CONSTRUCTION NOTES

1. AVERAGE ROCK SIZE D50=24". US ANGULAR-SHAPED ROCK FREE FROM CRACKS, OVERBURDEN, SHALE; WITH A MINIMUM DENSITY OF 156 LB. PER CUBIC FT (SPECIFIC GRAVITY 2.50), WITH THE BREADTH OR THICKNESS OF A SINGLE STONE NOT TO EXCEED THE ANGULAR-SHAPED ROCK GRADE INDICATED IN THE TABLE. ALL ROCK RIP-RAP SHALL BE INSPECTED BY THE ENGINEER PRIOR TO INSTALLATION AND BACKFILL.
2. FILTER FABRIC SHALL BE MIRIFI 180 # 8 OZ. NON WOVEN GEO-TEXTILE OR APPROVED EQUAL FABRIC SHALL BE PLACED AS SHOWN HEREON AND INSTALLED ACCORDING TO MANUFACTURE'S INSTRUCTIONS. CARE SHALL BE TAKEN TO PREVENT FABRIC FROM TEARING DURING ROCK PLACEMENT.
3. CONTRACTOR SHALL FILL VOIDS IN RIP-RAP EROSION PROTECTION WITH SEDIMENT USING WATER JETTING OR OTHER APPROVED METHODS. ALL ROCK RIP-RAP SHALL BE INSPECTED BY THE ENGINEER PRIOR TO SEDIMENT PLACEMENT.
4. ALL UNSUITABLE VEGETATION AND WOODY DEBRIS MATERIAL SHALL BE REMOVED FROM THE WORK AREA AND DISPOSED OF PROPERLY OFFSITE.
5. ALL WORK SHALL COMPLY WITH THE ARMY CORPS OF ENGINEERS AND STATE OF UTAH PERMIT REQUIREMENT & CONDITIONS.
6. RIP-RAP EROSION PROTECTION REPAIR TERMINATION LOCATIONS TO BE VERIFIED BY ENGINEER BASED ON FIELD CONDITIONS.

QUANTITIES		ROCK GRADATION	
ROCK RIP-RAP D50=24": LF	3.9 CU YDS PER	D100	42"
		D75	36"
		D50	24"
		D25	18"
		MIN SIZE	12"
FILTER FABRIC:	3.8 SQ YDS PER LF		

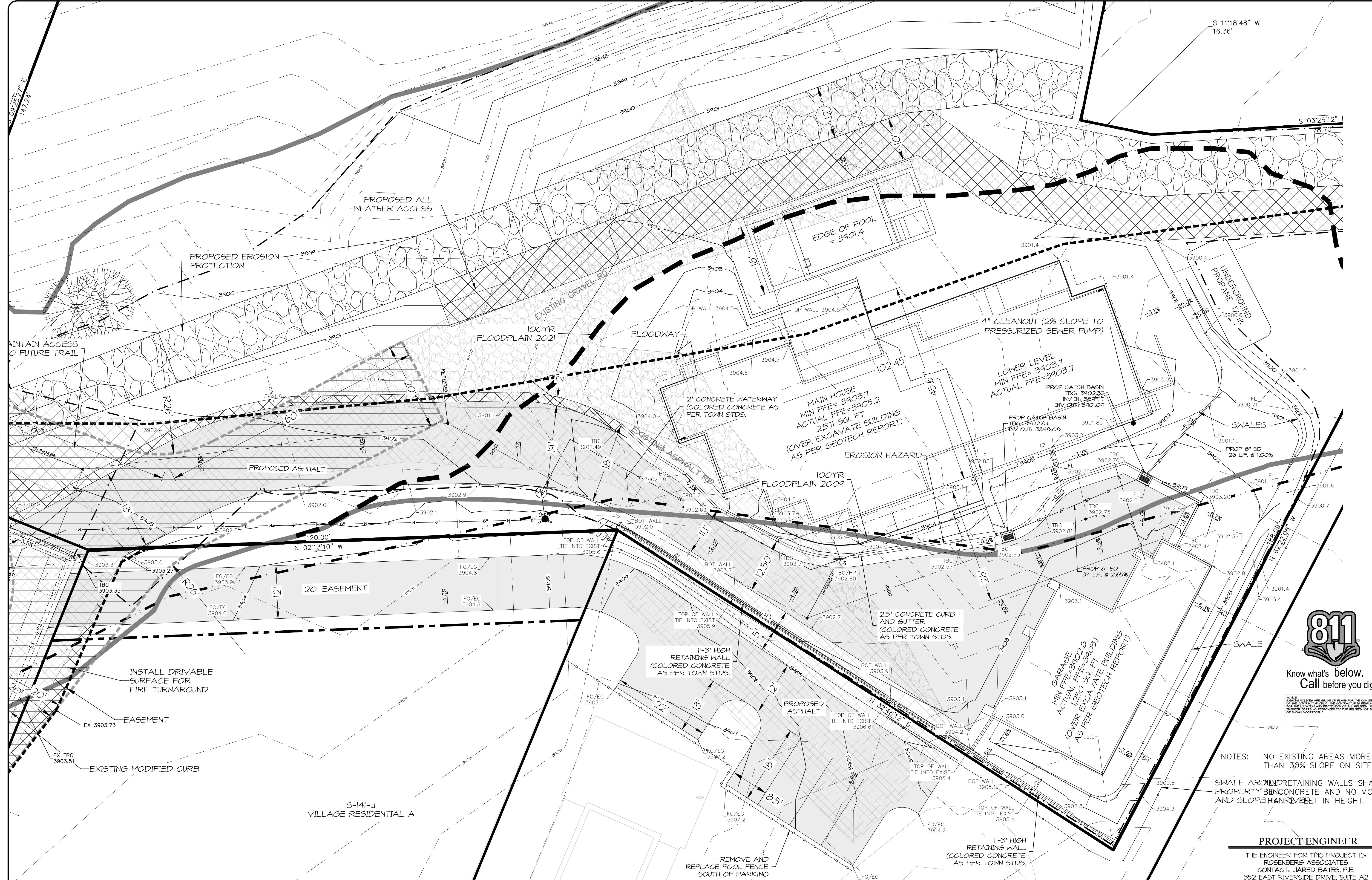


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7 OF 7 SHEETS



ROSENBERG

ASSOCIATES

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SITE GRADING AND DRAINAGE PLAN

FOR

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NOTICE:
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BUILDER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN

NO EXISTING AREAS MORE THAN 30% SLOPE ON SITE.

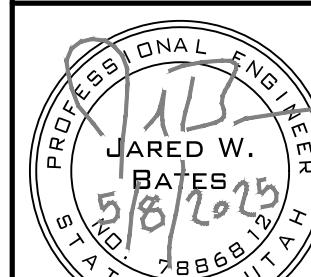
NDRETAINING WALLS SHALL
ECONCRETE AND NO MORE
ANMETER IN HEIGHT

PROJECT ENGINEER

PROJECT ENGINEER
GINEER FOR THIS PROJECT IS:
OSENBERG ASSOCIATES
CONTACT: JARED BATES, P.E.
123 RIVERSIDE DRIVE, SUITE A2
GE UTAH 84190 (435) 673-8586

T OWNER/DEVELOPER

DEVELOPER FOR THIS PROJECT IS:
SPILKER & COMPANY, LLC
CONTACT: CLARK SPILKER
133 E. ROCKWOOD CT.
WASHINGTON, UT 84180
(435)668-0762



□ F

Appendix 2: Development Agreement

**DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into on this 11th day of August, 2010 by and between the TOWN OF SPRINGDALE, a Utah municipal corporation ("Town"), and Dokstar, LLC, a Utah limited liability company ("Dokstar"), owner of real property impacted by this Agreement.

Recitals

- A. Dokstar is the owner of two parcels of property in Springdale, identified by parcel numbers S-141-G-1-A and S-103-C-1-A-1, and generally located at the end of Humming Bird Lane (hereafter the "Properties"). A complete legal description of both Properties is attached hereto as Exhibit A.
- B. Dokstar has applied for a zone change on the Properties. The request would change the zoning on the Properties from Valley Residential (VR) to Village Commercial (VC).
- C. The purpose of the requested zone changes is to allow an existing single family residence on parcel S-141-G-1-A and a contemplated single family residence on parcel S-103-C-1-A-1 to be used commercially as vacation rentals (a type of transient lodging facility).
- D. The Springdale Planning Commission and Town Council have found that the zone change will promote the goals and objectives of the General Plan, but only if the future use on and development of the Properties is regulated by this Agreement.

Therefore, the parties make the following agreements:

AGREEMENT

1. The Town will change the zone on the Properties from Valley Residential (VR) to Village Commercial (VC).
2. Notwithstanding the change in zoning designation, the only uses allowed on the Properties will be those allowed in the Valley Residential zone and vacation rentals.
 - a. For the purposes of this Agreement, "vacation rental" means a single family residence rented as a complete structure for less than 31 days to a single association, family, or other similar group at a time.
 - b. Individual rooms in the vacation rental may not be rented separately.

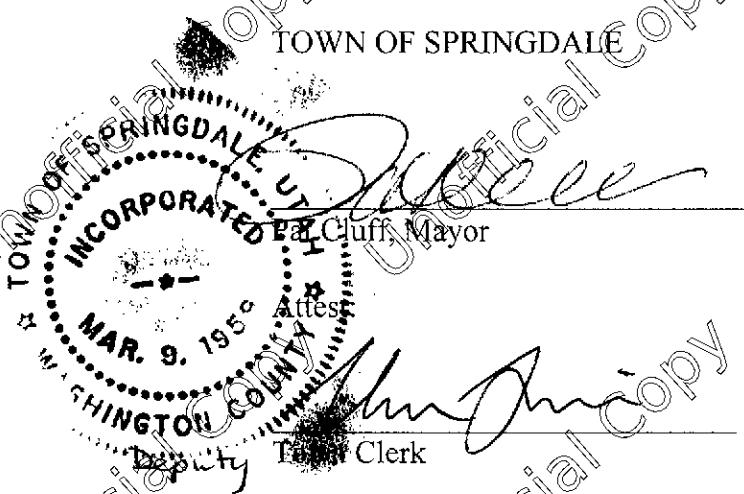
3. The parties both understand and agree that a vacation rental is a type of transient lodging facility. The parties further understand and agree that transient lodging facilities are a conditional use in the Village Commercial zone.
 - a. Therefore, notwithstanding the provisions in this Development Agreement, Dokstar must apply for and be granted a conditional use permit before a vacation rental use may be established on the Properties.
 - b. Additional restrictions may be imposed on the vacation rental use through the conditional use process, consistent with the standards for granting conditional use permits established in the Town Code.
4. The Properties are surrounded by parcels currently zoned Valley Residential. The current Springdale General Plan contemplates that this surrounding area may be changed to the Village Commercial zone at some point in the future.
 - a. If the surrounding parcels (except for those in Zion National Park) are changed to the Village Commercial zone without any use limitations, the use limitations for Dokstar's Properties in Section 2 are annulled.
 - b. The Town Council may remove the use limitations by amending this Agreement if it finds that the use limitation is no longer necessary to protect the residential character of the surrounding area.
5. The parties both support the development of the Zion Canyon Trail, a ten foot wide paved pedestrian and bicycle trail running from Zion National Park to Rockville, generally along the Virgin River.
 - a. The final alignment for the Zion Canyon Trail has not yet been established. However, Dokstar commits to work with the Town to establish an easement for the trail (ten feet in width plus slope and temporary five foot construction easements on either side of the trail) to the Town if and when similar trail easements or public rights-of-way are obtained on adjacent properties that would allow the development of a continuous trail through and across the adjacent properties.
 - b. Dokstar commits to remain flexible in the trail easement location to best facilitate the development of a continuous trail network that will make feasible and logical connections with trail easements obtained on adjacent properties.
 - c. The Town commits to remain flexible in the design and location of the trail easement in order to maintain the highest amount of privacy possible and to not limit the viable use of the Properties.

6. The parties both agree and understand that the Town requires paved access to commercial developments. If and when the Properties are used as vacation rentals, Dokstar commits to provide paved access, designed to meet minimum Town standards as set forth in the Town Code or other Town ordinances, to the Properties.
7. The parties acknowledge that the Properties are contiguous to the Cliffrose Lodge. Despite the fact that the Properties are contiguous to the Cliffrose Lodge, Dokstar may not transfer density (units per acre) from the Properties to the Cliffrose Lodge.
8. The Town has found that the requested zone change will promote the goals and objectives of the General Plan, only if conditioned as outlined in this Agreement. Therefore, should Dokstar fail to comply with the terms of this Agreement, the Town reserves the right to revert the Properties to the Valley Residential zone.
 - a. If the Town determines Dokstar has not complied with the Agreement, the Town shall inform Dokstar in writing of the alleged non-compliance and give Dokstar fifteen (15) days to remedy the situation and comply with the terms of the Agreement.
 - b. If Dokstar fails to bring the Properties into compliance after the fifteen (15) day remedy period, the Town shall revert the Properties back to the Valley Residential zone, following the process for zone changes contained in the Town Code.
9. All of the provisions of this Agreement run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof.
10. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
11. Any modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing, signed by both parties, and recorded in the office of the Washington County Recorder. Any oral representation or modification concerning this Agreement shall be of no force or effect.
12. The parties expressly agree that the prevailing party in any dispute (whether or not such dispute is resolved formally or informally, or by trial or alternative dispute resolution) shall be entitled to an award of all of its costs and attorneys fees.

13. The parties agree that the Fifth Judicial District Court for Washington County, Utah shall have jurisdiction to resolve all legal disputes; and the proper venue for any and all dispute resolution shall be in Washington County, Utah.
14. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach of this Agreement shall first be sent to mediation. The parties must put forth reasonable efforts to resolve any disputes in mediation. The parties furthermore agree to equally share the cost of the mediator. The demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
15. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party to this Agreement, nor shall it be construed as giving any rights or benefits under this Agreement to anyone other than the parties to this Agreement.
16. Dokstar acknowledges and agrees that unless expressly stated otherwise herein, nothing in this Agreement shall be deemed to relieve Dokstar from the obligation to comply with all applicable laws and requirements of the Town. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
17. Nothing in this Agreement is intended to, or shall be deemed to be a waiver of the Town's governmental immunity as set forth in applicable statutory and case law.
18. Each party has participated in negotiating and drafting this Agreement and therefor no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
19. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. The signature of the Mayor of the Town is affixed to this Agreement pursuant to an authorizing motion passed on August 11, 2010.
20. This Agreement does not create a joint venture relationship, partnership or agency relationship between the Town and Dokstar. The parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Properties.

21. Dokstar expressly acknowledges that the law firm of Snow Jensen & Reece has heretofore represented, and will hereafter continue to represent, only the Town in all aspects of this transaction, including the negotiation and drafting of this Agreement and its incorporated Exhibits and in performing periodic legal reviews associated with the development of the Project as requested by the Town. Dokstar further expressly acknowledges that it has not relied upon any representation, counsel or legal advise from Snow Jensen & Reece or any of its attorneys in deciding whether to enter into this transaction or in evaluating this Agreement or its incorporated Exhibits, and that Dokstar has relied, and will continue to rely, solely upon the representations, counsel and legal advise of its own attorneys as deemed necessary by Dokstar.
22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.
23. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the remaining provisions shall not to be affected and shall remain in full force and effect.

TOWN OF SPRINGDALE



Approved as to form:

J. Dwyer Haas
Town Attorney

DOKSTAR, LLC


Its: Managing Member

DEVELOPER ACKNOWLEDGMENT:

STATE OF UTAH)
COUNTY OF WASHINGTON) :ss

On the 11 day of August, 2010, personally appeared before me
Colin Duckstader, who being duly sworn, did say that he is the managing member of
Dokstar, LLC, a Utah limited liability company, and that this Development Agreement
was duly authorized by the company at a lawful meeting held by authority of its
operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires:

10/24/13

Residing at:

Springdale, Utah

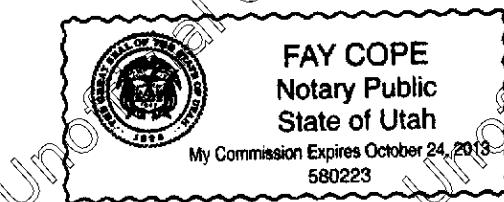


Exhibit A

Dokstar Development Agmt
8/4/10

Legal Descriptions

Account Number 0363732

Parcel Number S-141-G-1-A

Tax District 10 - Springdale Town

Situs 44 HUMMINGBIRD LN , SPRINGDALE

Acres 0.65

Legal S: 28 T: 41S R: 10W COM AT SW COR OF SE1/4 NW1/4 SEC 28, T41S R10W, RN TH N0*11'27" E ALG 1/16 SEC/L 666.78 FT; TH S89*48'33" E 608.63 FT; TH S3*06'31" E 120.00 FT TO TRUE POB; TH S31*54'51" W 133.60 FT; TH S63*15'27" E 188.09 FT; TH N4*18'33" W 78.70 FT; TH N10*25'27" E 16.36 FT; TH S79*34'33" E 42.76 FT; TH S10*25'27" W 10.82 FT; TH S4*18'33" E 110.60 FT; TH N63*15'27" W 366.86 FT; TH N1*28'07" E 138.42 FT; TH S68*31'29" E 194.80 FT TO TRUE POB. LESS: PRPTY OWNED WAYNE L & MARGOT B HAMILTON TRS, DEED REC ENTRY # 812545. TOG W/ EASEMENT

Account Number 0104185

Parcel Number S-103-C-1-A-1

Tax District 10 - Springdale Town

Situs , Adjacent riverside lot to 44 Hummingbird Lane

Acres 1.17

Legal S: 28 T: 41S R: 10W COM AT SW COR SE1/4 NW1/4 SEC 28, T41S R10W; RN TH N0*11'27" E ALG 1/16 SEC/L 666.78 FT; TH S89*48'33" E 608.63 FT TO TRUE POB; TH N21*08'40" E 50.00 FT; TH S70*21'38" E 28.13 FT; TH S70*18'48" E 147.24 FT; TH S10*25'27" W 222.28 FT; TH N79*34'33" W 42.76 FT; TH S10*25'27" W 16.36 FT; TH S4*18'33" E 78.70 FT; TH N63*15'27" W 188.09 FT; TH N31*54'51" E 133.60 FT; TH N3*06'31" W 120.00 FT TO TRUE POB. LESS: PRPTY OWNED BY WAYNE L & MARGOT B HAMILTON, TRS, DEED REC AS ENTRY # 812545.